

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 150			
2. CONTRACT NO.		3. SOLICITATION NO. N4008519R9243		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 20 Dec 2019		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVFAC MID ATLANTIC ACQUISITION CORE 9324 VIRGINIA AVENUE NORFOLK VA 23511-3095				CODE N40085		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ Bldg Z140 RM216 until <u>02:00 PM</u> local time <u>21 Jan 2020</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME JURMIN M. FRANCIS-ROSS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-341-1673		C. E-MAIL ADDRESS jurmin.francis-ross@navy.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

COVER SHEET

COMMANDER
NAVAL FACILITIES ENGINEERING COMMAND
MID-ATLANTIC DIVISION
ACQUISITION CORE
NORFOLK, VIRGINIA 23511-3095

NOTICE:
Proposals to be submitted by 2:00 P.M.
At the office of
CDR Mid-Atlantic Division
Naval Facilities Engineering Command
Facility Support Contract
Building Z-140, Suite 216
9324 Virginia Avenue
Norfolk, Virginia 23511-3095

NAVFAC SPECIFICATION
No. 05-19-9243
RFP NUMBER N4008519R9243

**FACILITY INVESTMENT SERVICES FOR REGIONAL MAINTENANCE OF EMERGENCY
GENERATORS AND HVAC EQUIPMENT AT NAVAL STATION NORFOLK, NORFOLK,
VIRGINIA; NAVAL STATION OCEANA, VIRGINIA BEACH, VIRGINIA; NAVAL WEAPON
STATION YORKTOWN, YORKTOWN VIRGINIA; AND VARIOUS LOCATIONS IN THE
HAMPTON ROADS AREA OF RESPONSIBILITY**

NOTICE

All inquiries concerning any phase of the specification, prior to the proposal due date shall be made to the Commander, Naval Facilities Engineering Command, Mid-Atlantic Division, Facility Support Contract Branch, Building Z-140, Suite 216, 9324 Virginia Avenue, Norfolk, Virginia 23511, Telephone (757) 341-1673, Attn: Jurmin Francis-Ross.

Contracts or purchase order to be awarded as a result of this contract shall be assigned (as Appropriate for specific procurement), DO-S1 rating in accordance with the provisions of DPA Regulation 1 and/or DMS Regulation 1.

Section B - Supplies or Services and Prices

SECTION B

- B.1 **Contract Title:** Facility Investment Services for Regional Maintenance of Emergency Generators and HVAC Equipment at Naval Station Norfolk, Norfolk, Virginia; Naval Station Oceana, Virginia Beach, Virginia; Naval Weapon Station Yorktown, Yorktown Virginia; and various locations in the Hampton Roads Area of Responsibility.
- B.2 **Type of Contract:** This is a Facilities Support, Indefinite Delivery/Indefinite Quantity Contract with Recurring and Non-Recurring Services as noted in Section L, Instructions, Conditions, and Notices to Offeror.
- B.3 **Minimum Guarantee:** The Recurring Price portion of the base year only is the minimum guarantee for this contract. It will be paid in the base year.
- B.4 **Set-Aside:** Small Business Set-Aside Competitive Procurement. Refer to Section I, FAR Clause 52.219-6, Notice of Total Small Business Set-Aside.
- B.5 **NAICS Code:** The NAICS Code assigned to this procurement is 811310 with a small business size standard of \$8,000,000.00. Refer to On-Line Representations and Certifications Application (ORCA) via System for Award Management (SAM) at <https://www.beta.sam.gov>.
- B.6 **Wage Determination (Service):** Service Contract Act (SCA) wages are included in this solicitation. Refer to Section J, Attachments.
- B.7 **Bid Guarantee/Bonding Requirements:** NOT REQUIRED for this procurement.
- B.8 **Contract Term:** This contract contains provisions for a Base Period with four (4) Option Periods, not to exceed a total of sixty (60) months. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, 52.217-9, Option to Extend the Term of the Contract-Services (Mar 2000). In the option periods, the Government will adjust the prices, if applicable, based on the new Department of Labor Wage Determination.
- B.9 **Period of Performance:** The period of performance will be determined at the time of award.
- B.10 **Evaluation of Proposal:** Proposers shall submit a lump sum price for Section B, CLINs 0001 through 0010 and unit prices for Exhibit A through Exhibit E, referenced in Section J. For purposes of evaluating offers for award, the Government will utilize the pricing submitted for the base year and all option periods. Refer to Section M, FAR 52.217-5, Evaluation of Options (JUL 1990).
- B.11 **Contract Line Items And Contract Exhibit Line Items**
- a. Proposers shall enter unit prices and amounts for Contract Line Items (CLINs) and Contract Exhibit line items (ELINs) as indicated in the schedules and accompanying exhibits.
 - b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN, the ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in the contract ELINs. If the offeror provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price.
 - c. The Schedule of Recurring Work (CLIN 0001, 0003, 0005, 0007 and 0009) and the Schedule of Non-Recurring Work (CLIN 0002, 0004, 0006, 0008 and 0010) will be used as the basis for deductions in accordance with Section E.

B.12 Unit Price Adjustments In Option Periods

This contract incorporates the Service Contract Act (SCA). The SCA Wage Determination incorporated in Section J is for the Base Year performance period only. The latest Wage Determination available at the time for each option exercise will be incorporated into the contract, and unit prices will be adjusted in accordance with FAR Clauses 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment. The contractor warrants, by submission of his proposal, that the price does not include any contingency for future wage increases.

B.13 Indefinite Quantity Individual Contract Line Item Quantities

Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.

B.14 Unit Prices For Labor

- a. A portion of the work included in the scope of this contract cannot be identified in advance in sufficient detail to be as a Unit Price Task in this contract. Labor for this work will be ordered and paid for based on unit prices for labor proposed by the Contractor listed in the Schedule of Non-Recurring Quantity Work.
- b. Estimated hours in the Schedule are a forecast of future requirements. These estimated hours are for performing "Non-Recurring Quantity Work" accomplished in the time period shown.
- c. The Contractor shall enter, in the unit price proposal space, the unit price for performing composite labor. The composite labor price shall include all direct and indirect costs associated with performing an hour of work. The composite labor price should be the Contractor's hourly craft wage adjusted to allow for the offerors work force productivity (i.e., the Contractor's estimate of how its' work force will perform in relation to the Means Facilities Cost Data and/or the Engineered Performance Standards). The Composite Labor Rate shall include all costs for preparation of the cost proposal, job preparation, travel, pre-expended bin materials and supplies, ordering and stockpiling job material, additional material handling, items of equipment necessary to perform work (i.e. bucket truck, lifting equipment, staging, etc.), equipment set up time, lift time, craft delay allowance, profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, bonds, permits, insurance, etc.

B.15 Period Of Performance – Less than One Year

Offer shall be submitted for the performance of work for a period of one year. The contractor is cautioned to recognize that the initial term of the contract may be for a period of less than one year in accordance with the "Term of Contract" clause in Section F. In the event that the period of performance is less than one year, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.

B.16 Government Purchase Card

Non-Recurring quantity work may be ordered at the prices offered by two ways: 1) by the issuing activity using a DD Form 1155 "Order for Supplies and Services"; 2) by an authorized Government user via a Government Purchase Card (GPC). When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

B.17 Contractor Support Of Electronic Facilities Support Contracting (e-FSC)

This procurement allows for the use of FEDMALL for issuing orders. Refer to Section H, Special Contract Requirement.

B.18 Reserved

B.19 Incorporation of Technical Proposal

- a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.
- b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

B.20 Request For Proposals (RFP) Information/Clarification Questions

Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted at least 10 days before proposals are due, by email to jurmin.francis-ross@navy.mil. This is the most efficient way to ensure all questions are addressed in a timely manner.

B.21 Request for Proposal (RFP) Files:

Solicitations are posted to the beta.sam.gov website (<https://www.beta.sam.gov>) as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing.

It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

Unprotected editable file copies of the RFP documents including: Word, Excel and/or .pdf files (Adobe Acrobat Files) will not be provided. Please plan accordingly.

B.22 Solicitation

This solicitation incorporates by reference a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 1, 2, and 15. The contractor will be required to meet the specifications in those Annexes per Section C of this solicitation.

B.23 Notice to Offerors:

Offerors are required to submit Section B, Contract Line Items (CLINs) Schedule, and Section J, Exhibit Line Items (ELINs) with their proposal. The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINS	ELINs	CLINs	ELINs
0001	A001 through A006	0006	C700 through C702
0002	A701 through A702	0007	D001 through D006
0003	B001 through B006	0008	D700 through D702
0004	B700 through B702	0009	E001 through E006
0005	C001 through C006	0010	E700 through E702

B.24 Proposal Delivery

DBIDS INFORMATION:

Access to Installation: All Contractor personnel shall obtain access to the installation through enrollment and registration into the Defense Biometric Identification System (DBIDS).

The Contractor shall provide the KO with the name of their designated Service Contractor Administrator (SCA) for enrollment in DBIDS. Once enrolled, the Contractor must provide the DBIDS Registrar with an approved employee list and then direct their employees to register into DBIDS.

DBIDS Program: DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential.

The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued DBIDS participation and installation access privileges. DBIDS access privileges will be immediately suspended or revoked if at any time a Contractor employee becomes ineligible.

DBIDS Credentials: Contractor employees shall furnish a completed copy of the SECNAV 5512/1 form to obtain the required background check and visit the local Navy Installation Visitor Control Center to obtain a DBIDS credential once approved. The SECNAV 5512/1 form and additional information about DBIDS can be found at: <https://www.cnic.navy.mil/om/dbids.html>.

The Contractor may initiate the adjudication process when a background screen failure results in disqualification from participation in DBIDS and the Contractor employees do not agree with the reason for disqualification. The Contractor may also apply for a waiver when a background screening failure results in disqualification from participation in DBIDS. The Commanding Officer will be the final waiver determination authority.

The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing:

- (1) That an employee has departed the company without having properly returned or surrendered their DBIDS credentials.
- (2) That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.

DBIDS Paper Passes: In the event that a visitor, vendor, or Contractor employee elects not to participate in DBIDS, the individual will be issued DBIDS paper pass from the Base Pass and Identification Office in order to access to the installation. The time standard for the validity of a pass to access an installation will be not more than thirty (30) days and may be further restricted based on local policy or by Federal, DOD, Navy, and CNIC guidance.

The Government will not be responsible for any cost or lost time associated with obtaining paper passes or added vetting or inspections incurred by non-participants in the DBIDS credentialing process.

Submitting Your Proposal

Proposals that are sent via the **United States Postal Service or a commercial carrier**, such as Federal Express, shall be addressed to:

NAVFAC MID-LANT
Attn: Jurmin Francis-Ross
9324 Virginia Avenue
Building Z-140, Room 216
Norfolk, Virginia 23511

Proposals that are hand **carried excluding commercial carriers noted above** shall be delivered to the Contracts Office in Building Z-140, 2nd Floor, Suite 216, front lobby located at 9324 Virginia Avenue, Norfolk, VA 23511 (Norfolk Naval Station).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Recurring - BASE PERIOD FFP Price to perform recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		
NET AMT					
0002	Non-Recurring - BASE PERIOD FFP Price to perform indefinite quantity non-recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Recurring-1ST OPTION YEAR FFP Price to perform recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Non-Recurring - 1ST OPTION YEAR FFP Price to perform non-recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Recurring--2ND OPTION YEAR FFP Price to perform recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Non-Recurring-2ND OPTION YEAR FFP Price to perform non-recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Recurring - 3RD OPTION YEAR FFP Price to perform recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Non-Recurring -3RD OPTION YEAR FFP Price to perform non-recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Recurring - 4TH OPTION YEAR FFP Price to perform recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Non-Recurring - 4TH OPTION YEAR FFP Price to perform non-recurring work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments. FOB: Destination		Each		

NET AMT

Section C - Descriptions and Specifications

SECTION C

0100000 – General Information	
Spec Item	Title
1	General Information
1.1	Outline of Services
1.2	Project Location
1.3	Acquisition of Additional Work
1.4	Background Information
1.5	Verification of Workload and Conditions
1.6	Climate Patterns
1.7	Related Information
1.8	Navy Approach to Service Contracting
1.8.1	Partnering Philosophy
1.8.2	Contractor's Knowledge
1.8.3	Industry Best Practices
1.9	Standard Template
1.10	Navy PBSA Approach
1.11	Technical Proposal Certification

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Naval Station Norfolk; Oceana Naval Air Station Virginia Beach, Naval Weapons Station, Yorktown, and Norfolk Naval Shipyard Portsmouth. Type of contract anticipated for this procurement is a combination Recurring Work and Non-Recurring Work contract. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff – N/A Annex 4 Public Safety – N/A Annex 5 Air Operations – N/A Annex 6 Port Operations – N/A Annex 7 Ordnance – N/A Annex 8 Range Operations – N/A Annex 9 Health Care Support – N/A Annex 10 Supply – N/A Annex 11 Personnel Support – N/A Annex 12 Morale, Welfare and Recreation Support – N/A</p>

0100000 – General Information		
Spec Item	Title	Description
		<p>Annex 13 Galley – N/A</p> <p>Annex 14 Housing – N/A</p> <p>Annex 15 Facilities Support</p> <p>Sub Annex 1501000 Facilities Management</p> <p>Sub Annex 1502000 Facilities Investment</p> <p>Annex 16 Utilities – N/A</p> <p>Annex 17 Base Support Vehicles and Equipment – N/A</p> <p>Annex 18 Environmental – N/A</p>
1.2	Project Location	<p>The work shall be performed at various locations. The following is an example of the dispersion of work at the various locations.</p> <p>Norfolk Naval Station Building W143 for The Navy and Marine Corps Intranet (NMCI) Network Operating Center (NOC) or (NMCI NOC)., Norfolk, Virginia</p> <p>Naval Station Oceana, Navy Exchange Service Command, Building NX-101, Virginia Beach, Virginia.</p> <p>Naval Weapon Station, Yorktown, Virginia at Various locations.</p> <p>Norfolk Naval Shipyard, Portsmouth, Virginia at Various locations.</p>
1.3	Acquisition of Additional Work	<p>The Government reserves the right to acquire additional services at additional locations, within the scope of the annexes and areas included in Spec Item 1.1 Outline of Services, in addition to the services and locations identified in the requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the non-recurring work provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.</p>
1.4	Background Information	<p>There are a number of naval commands in the Hampton Roads area, including the Naval Station Norfolk; Norfolk Naval Shipyard, Portsmouth; Fleet Combat Training Center Atlantic, Damn Neck; Naval Amphibious Base, Little Creek; and Naval Weapons Station, Yorktown; Naval Air Station, Norfolk; Naval Air Station, Oceana. Located at these installations are hundreds of commands, large and small, afloat and shore.</p>

0100000 – General Information		
Spec Item	Title	Description
1.5	Verification of Workload and Conditions	<p>Throughout the PWS, the workload data is generally referred to as being located in Sections C and J. Section C provides data such as descriptions, specifications, and the statement of work. Section J provides data such as system descriptions, inventories, maps, floor plans, and tables to represent the type, quantity, and location of services to be provided.</p> <p>As prescribed in FAR 52.237-1, offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.</p>
1.6	Climate Patterns	<p>Virginia's climate results from global-scale weather patterns that are modified by the diverse landscape of the Commonwealth. In the Hampton Roads Area the Atlantic Ocean and its "river of warm water", commonly called the Gulf Stream, plays a dominant role in differentiating Virginia's precipitation and climate. Winter storms in the vicinity of the east coast generally move northeastward paralleling the coast and Gulf Stream. The climate is generally mild and wet, but with the exceptions, some period of years have had moderate to severe drought and some period of years have had very wet conditions. The summer months are mostly quite dry with some recovery during the fall and winter months. Normally expected conditions can become radically impacted by sustained forced winds cause by hurricanes. June through November are typically the most active months for hurricanes.</p>
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>

0100000 – General Information		
Spec Item	Title	Description
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification Item 1 will always contain General Information. Specification Item 2 will always contain the management and administrative requirements. Specification Item 3 will always contain the Recurring Work requirements. Specification Item 4 will always contain the Non-Recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item</p>

0100000 – General Information		
Spec Item	Title	Description
		3 standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification Items 1 and 2 must be priced and their price must be allocated across the Exhibit Line Items.
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

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2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
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2.2.3	Requirements Hierarchy
2.3	General Administrative Requirements
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Spec Item	Title
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2.6.6	NAVFAC MAXIMO
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2.6.6.2	MAXIMO Method of Data Entry
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2.6.6.4	MAXIMO Training
2.6.7	Quality Management System (QMS)
2.6.7.1	Quality Management (QM) Plan
2.6.7.2	Quality Inspection and Surveillance
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2.6.8	Property Management Plan
2.6.9	System and Equipment Replacement
2.7	Personnel Requirements
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)
2.7.1.2	Quality Manager
2.7.1.3	Site Safety and Health Officer (SSHO)
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2.7.2	Employee Requirements
2.7.2.1	Employee Certification and Training
2.7.2.2	Employee Appearance
2.7.2.3	Employee Conduct
2.7.2.4	Identification as Contractor Employee
2.7.2.5	Removal of Employees
2.7.2.6	Proof of Legal Residency
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.2.1	Vehicle Searches NNSY
2.8.3	Photography NNSY
2.8.4	Marine Corps Security Force (MCSF) NNSY
2.8.5	Contractor Created Openings NNSY
2.8.6	Passes and Badges
2.8.7	Access to Installation
2.8.7.1	DBIDS Program
2.8.7.2	DBIDS Credentials
2.8.8	Access to Buildings
2.8.9	Access Arrangements
2.8.9.1	Access to NMCI NOC Secret Data Center
2.8.9.2	Escort Arrangement for Secured Areas
2.8.10	Security Clearances
2.8.11	Access to Sensitive Unclassified Information
2.8.12	Access to Navy Marine Corps Intranet (NMCI)
2.8.13	Employee Status
2.9	Contractor Safety Program
2.9.1	Accident Prevention Plan (APP)
2.9.2	Activity Hazard Analysis (AHA)
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans
2.9.3.1	Alcohol and Drug Abuse Prevention Plan

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Spec Item	Title
2.9.3.2	Chemical Hazard Communication Program
2.9.3.3	Confined Space Program
2.9.3.4	Critical Lift Plan
2.9.3.5	Fall Prevention and Protection Plan
2.9.3.6	Fire Prevention Program
2.9.3.7	Hazardous Energy Control Program
2.9.3.8	Heat/Cold Stress Monitoring
2.9.4	Crane Operations
2.9.4.1	Crane Inspections
2.9.4.2	Rigging Gear
2.9.4.3	Crane Operators
2.9.4.4	Crane Work Plan
2.9.5	Accident and Damage Reporting
2.9.5.1	Accident Reporting and Notification Criteria
2.9.6	Fire Protection
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2.9.13	Excavations
2.9.14	Restrictions On Use of Yellow Materials (NNSY)
2.9.15	Additional Safety Requirements for Norfolk Naval Shipyard
2.9.15.1	Emergency Response Requirement NNSY
2.9.15.2	Notification NNSY
2.9.15.3	Sheltering NNSY
2.9.15.4	Evacuation NNSY
2.9.15.5	Incident Report NNSY
2.9.15.6	Fire Protection NNSY
2.9.15.7	Hot Work Permit NNSY
2.9.15.8	Traffic Cones and Signs NNSY
2.9.15.9	Access to Radiological Controlled Areas NNSY
2.9.15.10	Danger Tags and Locks NNSY
2.10	Environmental Management and Sustainability
2.10.1	Energy Management Program
2.10.1.1	Water Conservation Plan
2.10.1.2	Energy Efficient Products
2.10.2	Environmental Protection
2.10.2.1	ODS Requirements for Refrigerant Recycling
2.10.2.2	Solid Waste Management and Recycling
2.10.2.3	Non-Regulated Waste Disposal
2.10.2.4	Regulated Waste Disposal
2.10.2.5	Universal Waste
2.10.2.6	Spill Prevention, Containment, and Clean-up
2.10.2.7	Hazardous Material Management
2.10.2.8	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.9	Noise Control
2.10.2.10	Salvage
2.10.2.11	Asbestos Containing Material (ACM)
2.10.2.11.1	Asbestos Certification / Asbestos Containing Materials NNSY

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Spec Item	Title
2.10.2.11.2	Safety and Health Requirements for Control of Asbestos Material NNSY
2.10.3	Sustainable Procurement and Practices
2.10.3.1	Environmentally Preferable Products
2.10.3.2	Use of Recovered Materials
2.10.3.3	Use of Biobased Products
2.10.3.4	Water Pollution Control NNSY
2.10.3.5	Housekeeping Requirements NNSY
2.10.3.6	Paint Removal NNSY
2.10.3.7	Paint Mixing, Spray Painting and Paint Applications NNSY
2.10.3.8	Paint and Thinner Transfer, Handling And Storage Procedures NNSY
2.11	Disaster Preparedness
2.12	Technical Library
2.13	Warranty Management
2.14	Recurring Work Procedures
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)
2.15	Non-Recurring Work
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)
2.15.2.1	Non-recurring Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Material and Equipment Requirements
2.15.2.2	Issuance of Final Task Order
2.15.3	Non-Recurring Work ELINs

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Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written

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Spec Item	Title	Description
	Working Hours	Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	<p>Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.</p> <p>Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.</p>
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as directed.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	<p>To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and sub-contractor teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p>

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Spec Item	Title	Description
		The Partners will determine the frequency of the follow-on sessions.
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process.</p> <p>Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p> <p>* Project Manager</p> <p>* Quality Manager</p> <p>Site Safety and Health Officer</p> <p>Environmental/Energy Manager</p>
2.3.4	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage per Section F. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <p>Comprehensive General Liability: \$500,000 per occurrence</p> <p>Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p>Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p>Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p>
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.

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Spec Item	Title	Description
2.3.7	Government Information Technology (IT) System	Additional information about NMCI may be provided upon request by the Contracting Officer.
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.9	Invoicing Procedures	Refer to Section G for invoicing instructions. Refer to Invoice Form in J-0200000-04 for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05 or provided upon request by the Contracting Officer.
2.4	Government-Furnished Property, Materials and Services	In accordance with Section H, paragraph H.10 Government-Furnished Property and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities utilities, materials, equipment and services for use in connection with this contract as stated below.
2.4.1	Government-Furnished Facilities (GFF)	The Government will provide an office space in the penthouse of building W-143. The Contractor will be allowed to store spare parts and equipment for use on this contract in the same penthouse as long as the penthouse is kept neat and clean.
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Safety Data Sheets (SDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.5.1	Internet Services	Contractor must provide their own computers and internet service for access to the NAFVAC MAXIMO program if required.
2.5.2	Portable Electronic Devices NNSY	In the process of performing preventative maintenance, certifications, and /or repair on board Norfolk Naval Shipyard (NNSY), it may be necessary to employ the use of portable electronic devices (i.e. laptops, tablets etc.) This equipment shall be approved for use by security prior to being brought on to NNSY property.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such

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Spec Item	Title	Description
		management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to service orders and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.1.1	Monthly Work Report	On the first working day of each month, the Contractor shall submit a monthly report to the Government detailing all FEDMALL requests and Delivery/Task Orders on which work has not started or is incomplete as per Section F. The Contractor will send the report to the Government via electronic mail. The report will detail the date of the Delivery/Task Order, FEDMALL request, the specific reason the work was not accomplished, and the anticipated completion date. The Contractor will submit a sample report form to the Government for approval within 15 working days after award of this contract as per Section F.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	<p>Records and reports are specified in Sections C, F, H, I, J, and within the Directives, Instructions, and References. The Contractor shall submit accurate and complete documents within the specified timeframes. The Contractor shall revise/modify records and reports, as directed by the KO, at no additional cost to the Government.</p> <p>Except where otherwise specified, all deliverables shall be submitted electronically in a Microsoft Office Version 2010 compatible format. Deliverables shall be unprotected and capable of being sorted by CLIN, work order number, asset number, section, annex/sub-annex, spec item and ELIN/Sub-ELIN or clause. All formulas shall be traceable.</p> <p>Government acceptance of deliverables shall not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p>
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures. If the

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Spec Item	Title	Description
		discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable. NNSY Service Interruption Requests form sample can be found in J-0200000-05-01.
2.6.6	NAVFAC MAXIMO	<p>Work order, asset, specification, and condition assessment data created by the Contractor is recorded in NAVFAC MAXIMO for all work performed in 1501000 Facility Management and 1502000 Facility Investment.</p> <p>The information and format for data submission provided in Section J supports long term asset management and facilitates transfer to NAVFAC MAXIMO. These requirements and data format are managed by the FM&S Product Line at the NAVFAC HQ level.</p> <p>MAXIMO is the Computerized Maintenance Management System (CMMS) used by the Government for work order history, asset management, and condition assessment. The Contractor shall provide all required data for NAVFAC MAXIMO as identified below:</p>
2.6.6.1	MAXIMO Data	<p>Required data fields for work orders are indicated in the Service Provider Information provided in J-0200000-06. Asset inventory data requirements are indicated in the Asset Information provided in J-0200000-07, including additional data for Utilities assets listed in Specification Information in J-0200000-08. Required data for documenting condition assessments is indicated in the Characteristic Meter Reading Information provided in J-0200000-09.</p> <p>Specified data shall be provided for all work performed in 1501000 Facility Management and 1502000 Facility Investment. Further instructional information detailing the process for submitting the specified information for NAVFAC MAXIMO Data Reporting is provided in J-0200000-10.</p> <p>The Service Provider, Asset, Specification, and Characteristic Meter Reading Interfaces are used in multiple processes for loading data into MAXIMO by the Government and the format may be updated periodically.</p> <p>As part of the update the Contractor may be asked to modify the file to add/move columns in their submission. The Contractor also shall provide up to 10 extra data elements or columns with as many as 150 characters per element for the Government to define during contract performance at no additional cost to the Government. The Government will provide the Contractor 60 calendar days' notice of modifications to the Service Provider, Asset, Specification, or Characteristic Meter Reading Interfaces file format.</p>
2.6.6.2	MAXIMO Method of Data Entry	<p>The Contractor shall provide data for NAVFAC MAXIMO using the methods detailed below:</p> <p>DIRECT ENTRY: The Contractor shall manually enter required work order and condition assessment data directly into NAVFAC MAXIMO. The Contractor shall ensure all information is updated by the end of each workday for all work performed.</p> <p>If the Contractor does not have access to NAVFAC MAXIMO at contract start, work order and condition assessment data shall be submitted in a pipe delimited flat-file following the NAVFAC MAXIMO Data Reporting process described in J-0200000-10 per Section F. Any failures in processing of the flat-file shall be corrected and resubmitted by the Contractor. In order to</p>

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Spec Item	Title	Description
		<p>demonstrate the ability to properly format the flat-file, the Contractor shall provide a Sample Pipe Delimited Flat-file prior to contract performance per Section F. Flat file submission of work order and condition assessment data will be allowed for a period not to exceed six months unless an extension is approved in writing by the KO.</p> <p>FLAT FILE: The Contractor shall electronically record and report compiled service performance data for exportation of asset and specification data to NAVFAC MAXIMO. The Contractor shall submit asset and specification data in a spreadsheet flat-file following the NAVFAC MAXIMO Data Reporting process described in J-0200000-10 per Section F.</p>
2.6.6.3	MAXIMO Access	<p>The process for obtaining access and establishing MAXIMO accounts are detailed in the NAVFAC MAXIMO System Access Procedures provided in J-0200000-11.</p> <p>Once accounts have been established, MAXIMO can be accessed at https://maximo.navfac.navy.mil.</p> <p>The Contractor shall provide all necessary computer equipment and Internet Service Provider (ISP) accounts to access MAXIMO for Direct Entry of required data.</p> <p>A maximum of five MAXIMO accounts will be approved for the Contractor. Changes of personnel requiring MAXIMO accounts more than once per year may result in required compensation to the Government for the administrative costs in processing account requests.</p> <p>The Contractor shall submit a list of personnel requiring MAXIMO accounts per Section F.</p>
2.6.6.4	MAXIMO Training	<p>The Government will provide or make available initial training on NAVFAC MAXIMO to Contractor personnel responsible for direct entry of work order, asset, specification, and condition assessment data. Additional training will be provided by the Government when there are significant changes to the NAVFAC MAXIMO software or data entry requirements. Training due to changeover of personnel will be the responsibility for the Contractor. The Contractor will be provided a general user guide, local instructions, and other materials by the Government as reference material for the use of NAVFAC MAXIMO.</p>
2.6.7	Quality Management System (QMS)	<p>The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> ... Accurate documentation of work processes, procedures, and output measures. ... A systematic procedure for assessing compliance with performance objectives and standards. ... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. ... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.

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Spec Item	Title	Description
2.6.7.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Policy and objectives of Quality Management System (QMS) • Quality organization <ul style="list-style-type: none"> ○ List of personnel ○ Responsibilities & lines of authority ○ Training and qualifications • Approach to assuring quality of services provided and conformance with performance objectives and standards • Methods and procedures for effective planning, operation and control of processes and performance of work • Procedures for inspection and surveillance of services <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management • Communication with government (customers)
2.6.7.2	Quality Inspection and Surveillance	<p>The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be submitted to the KO after termination of the contract per Section F.</p>
2.6.7.3	Quality Inspection and Surveillance Report	<p>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.</p>
2.6.8	Property Management Plan	<p>The Contractor shall establish and maintain a plan that meets the contract clause requirements of Specification Item 2.4, Government-Furnished Property, Materials and Services, of this Annex. This plan shall identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession. The Property Management Plan shall be submitted per Section F.</p>
2.6.9	System and Equipment Replacement	<p>The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.</p>

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2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, Environmental/Energy Manager, and on-site supervisor(s) and who they will report directly to for this contract. The PM, and Environmental/Energy Manager may be the same person. The key personnel shall be revised as applicable for the contract.</p>
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who shall have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.</p> <p>The PM shall have at least three years of experience in managing a workforce providing services on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate that shall be on-site during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager shall have at least three years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO. The Quality Manager may not be the same person as the Project Manager or assistant Project Manager.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being</p>

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		<p>performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past or three years' experience if he possesses a Certified Safety Professional (CSP) or safety and health degree. The SSHO shall have completed the OSHA 30-hour construction safety class or equivalent and maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.1.4	Environmental/ Energy Manager	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years' experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

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2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and during formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is submitted per Section F.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://www.ecmra.mil.</p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://www.ecmra.mil.</p>
2.8	Security Requirements	<p>The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.</p> <p>The Contractor shall ensure that Contractor personnel employed at the Shipyard become familiar with and obey Shipyard regulations. Keep within the limits of the work and avenues of ingress and egress. Do not enter any restricted areas unless required to do so and even then not until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.</p>
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	<p>The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.</p> <p>Submit a list of vehicles to be used during the term of this contract to the KO within 15 days after award of the contract as per Section F with the following information:</p> <ol style="list-style-type: none"> 1) Make 2) Model

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		3) Type 4) Year 5) License Number 6) Insurance Company 7) Expiration Date of Insurance 8) Copies of the current registration and safety inspection cards for each vehicle listed.
2.8.2.1	Vehicle Searches NNSY	Vehicles are subject to search while entering, remaining in, or leaving the shipyard.
2.8.3	Photography NNSY	Unofficial photography is prohibited in the naval shipyard. When operationally required, submit a written request containing specific justification and details to the Security Officer prior to release.
2.8.4	Marine Corps Security Force (MCSF) NNSY	<p>MCSF Battalion Atlantic, Fleet Anti-Terrorism Security Team or "FAST" will assist the Security Operations Division, Code 1121, in providing perimeter security during special operations at Norfolk Naval Shipyard. MCSF personnel perform duties within the controlled industrial area (CIA) and the non-industrial areas of the shipyard. MCSF personnel can be easily identified by their combat dress which includes the following items: Camouflage utilities, radio, sidearm and shoulder fired weapons, field protective mask, cartridge belt, armored vest, and various types of ammunitions. Follow these guidelines when interfacing with MCSF personnel in performance of their duties.</p> <p>Individuals Shall:</p> <ol style="list-style-type: none"> Follow all instructions received from Marines. Obey all security signs posted on or around facilities protected by MCSF. Individuals who violate these areas are subject to apprehension, treated as intruders, detained for further investigation and/or administrative or disciplinary actions as deemed necessary/appropriate. Report any security violations or hostile threats to one of the following: <ol style="list-style-type: none"> Marine Corps Corporal of the Guard DoD Security Police Officer Security Police Dispatcher, phone 396-7266 Code 1121 phone 396-1330/6-2883 Shipyard Duty Officer, phone 396-3221, (weekends, backshifts, and holidays) <p>Individuals Shall Not:</p> <ol style="list-style-type: none"> Attempt to converse with, sneak up on, touch, or closely approach an armed Marine. Make idle threats or joke about assets the MCSF are protecting or attempt to position yourself between MCSF personnel and these assets. Loiter near assets protected by MCSF or the MCSF barracks.

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		<p>Actions During Drills or Alerts:</p> <ol style="list-style-type: none"> 1. Stay well clear of MCSF response forces and avoid making any threatening gestures. 2. If possible, leave the vicinity of the DRILL/ALERT location, make your job radiological safe, seek a safe covered position near you and await further instructions from: <ol style="list-style-type: none"> a. Security personnel: Code 1121, Marines, and DOD Security Police. b. Code 105 control point personnel, if within a radiological controlled area. c. Your immediate supervisor d. Ship's force, if shipboard or in dry dock <p>Marines will treat all personnel in a courteous but forceful manner. You should report any disrespectful treatment by Marines to your immediate supervisor.</p>
2.8.5	Contractor Created Openings NNSY	Ensure that no opening in the roof/walls/windows/fence of the building exist at the end of the workday and do not exist where penetration is possible during non-working hours. If the building cannot be secured at the end of the workday, coordinate action with the Contracting Office to notify the responsible code to arrange for a security watch by their personnel.
2.8.6	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.7	Access to Installation	<p>All Contractor personnel shall obtain access to the installation through enrollment and registration into the Defense Biometric Identification System (DBIDS).</p> <p>The Contractor shall provide the KO with the name of their designated Service Contractor Administrator (SCA) for enrollment in DBIDS. Once enrolled, the Contractor must provide the DBIDS Registrar with an approved employee list and then direct their employees to register into DBIDS.</p>
2.8.7.1	DBIDS Program	<p>DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued DBIDS participation and installation access privileges. DBIDS access privileges will be immediately suspended or revoked if at any time a Contractor employee becomes ineligible.</p>
2.8.7.2	DBIDS Credentials	Contractor employees shall furnish a completed copy of the SECNAV 5512/1

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		<p>form to obtain the required background check and visit the local Navy Installation Visitor Control Center to obtain a DBIDS credential once approved. The SECNAV 5512/1 form and additional information about DBIDS can be found at: https://www.cnmc.navy.mil/om/dbids.html.</p> <p>The Contractor may initiate the adjudication process when a background screen failure results in disqualification from participation in DBIDS and the Contractor employees do not agree with the reason for disqualification. The Contractor may also apply for a waiver when a background screening failure results in disqualification from participation in DBIDS. The Commanding Officer will be the final waiver determination authority.</p> <p>The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing:</p> <ol style="list-style-type: none"> (1) That an employee has departed the company without having properly returned or surrendered their DBIDS credentials. (2) That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.
2.8.8	Access to Buildings	<p>The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.</p>
2.8.9	Access Arrangements	<p>The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.</p>
2.8.9.1	Access to NMCI NOC Secret Data Center	<p>Personnel shall submit Visit Authorization paperwork to Hewlett Packard (HP) NOC manager W143 for access to the NMCI NOC Secret Data Center and for access to any NMCI spaces. No access can be granted without this information.</p> <p>A SECRET Clearance is required for access to the NMCI NOC Secret Data Center and any NMCI spaces. Contractor personnel must possess and maintain a SECRET level security clearance during the entire duration of this contract for contractor's requiring access to the NMCI NOC Secret Data Center and any NMCI spaces.</p>
2.8.9.2	Escort Arrangement for Secured Areas	<p>The Contractor shall make arrangements for Government or NMCI escort into secured areas requiring escort. Government / HP have only very limited assets with which to provide escort services. The KO will provide information on applicable buildings, spaces and the appropriate point of</p>

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		<p>contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contact if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.</p>
2.8.10	Security Clearances	<p>The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.</p> <p>Refer to 0200000 C Spec Item 2.8.9.1 for NMCI NOC Secret Data Center Security Clearance requirements.</p>
2.8.11	Access to Sensitive Unclassified Information	<p>The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a Tier 3 Investigation to verify their trustworthiness. If the Contractor personnel currently have a favorably adjudicated Tier 3 Investigation the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).</p> <p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-86 form on line for a Tier 3 Investigation. The Security Manager will determine suitability. Upon a favorable Tier 3 Investigation, the Contractor personnel shall submit the original signed release statements, applicant fingerprint card (FD87), and an OF-306 Declaration for Federal Employment to the Security Manager per Section F. The Contractor shall be responsible for providing the fingerprint card.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.12	Access to Navy Marine Corps Intranet (NMCI)	<p>The Contractor may be required to access Navy Marine Corps Intranet (NMCI). Prior to being granted access to NMCI, Contractor employees shall obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.</p>
2.8.13	Employee Status	<p>The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.</p>
2.9	Contractor Safety Program	<p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, latest revision of EM 385-1-1, UFC 3-560-01 Operation and Maintenance Electrical Safety, and Public Law 91-596, Occupational Safety and Health Act.</p>

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		<p>The contractor shall be responsible for its Subcontractor's compliance with all of the aforementioned requirements.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.</p>
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 3.k. of Appendix A of EM 385-1-1.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required per Section F. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> ... For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. ... For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. ... For construction (including renovation or alteration) task orders placed on the non-recurring work portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal. <p>The Contractor shall follow the Risk Management Process for the development of Activity Hazard Analysis (AHA) in accordance with paragraph 01.A.14 and Appendix A of EM 385-1-1. A formatted outline of an AHA is provided in Figure 1-2 of EM 385-1-1.</p>

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		During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change per Section F. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.</p> <p>Additional requirements for specific compliance plans are provided below.</p>
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan per Section F to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program per Section F to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.3.3	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program per Section F to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100 and any other Federal, state and local regulatory standards.
2.9.3.4	Critical Lift Plan	<p>The Contractor shall develop a critical lift plan per Section F to explain how it will conduct lifts for any of the following conditions:</p> <ol style="list-style-type: none"> 1) Lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; 2) Lifts involving more than one crane, hoist, or LHE 3) Lifts of personnel; 4) Lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks 5) Lifts involving hazardous materials (e.g., explosives, highly volatile substances); 6) Lifts where the center of gravity could change; 7) Lifts without the use of outriggers using rubber tire load charts; 8) Lifts using more than one hoist on the same crane, hoist, or LHE; 9) Lifts involving Multiple Lift Rigging (MLR) Assemblies or other non-routine or technically difficult rigging arrangements; 10) Lifts involving submerged loads. Exception: lifts that were engineered to travel in guided slots throughout the lift and have fixed rigging and/or lifting beams, i.e., intake gates, tailgates/logs); 11) Lifts out of the operator's view. (Exception: if hand signals used by a signal person in view of the operator or radio communications are available and in use, load does not exceed two tons AND is determined a routine lift by

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		<p>the lift super.)</p> <p>The critical lift plan shall include elements addressed in paragraph 16.H of EM 385-1-1, paragraph 1.7.2 of NAVFAC P-307, and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.</p> <p>The Contractor shall complete and maintain a copy of the Crane Operating Checklist For Critical Lifts, provided within the Forms in J-0200000-05-02, for each lift.</p>
2.9.3.5	Fall Prevention and Protection Plan	<p>The Contractor shall develop a site specific fall prevention and protection plan per Section F to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.D of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. The fall prevention and protection plan shall include a Rescue and Evacuation Plan in accordance with EM 385-1-1, Section 21.N. A competent person for fall protection shall prepare and sign the plan.</p>
2.9.3.6	Fire Prevention Program	<p>The Contractor shall develop a fire prevention program per Section F to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.</p>
2.9.3.7	Hazardous Energy Control Program	<p>The Contractor shall develop a hazardous energy control program per Section F to include elements addressed in paragraph 12.A.12 of EM 385-1-1.</p>
2.9.3.8	Heat/Cold Stress Monitoring Plan	<p>The Contractor shall develop a heat/cold stress monitoring plan per Section F to include elements addressed in paragraph 06.I.02 of EM 385-1-1.</p>
2.9.4	Crane Operations	<p>All operations of Cranes, Multi-Purpose Machines and Material Handling Equipment shall comply with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>The Contractor shall comply with paragraph 1.7.2 of NAVFAC P-307 and notify the Contracting Officer at least 24 hours prior to bringing any crane (including delivery vehicles with crane boom attachments), multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads on board a Navy Installation. Written documentation of the last weight test of the crane and all related weight handling equipment (e.g. attachments, rigging gear, etc.) shall be maintained on site.</p> <p>A joint verification with the Government representative must be performed to ensure that a legible and indelible completed copy of Appendix P, Figure P-1 of NAVFAC P-307 is maintained on the crane, multi-purpose machine, and material handling equipment or construction equipment used in a crane-like application to lift suspended loads. The following certification and testing documentation shall be on site prior to entry and use on any Navy Installation:</p> <ol style="list-style-type: none"> 1) Crane, multi-purpose machine, material handling equipment or construction equipment used in a crane-like application to lift suspended load certification 2) Load testing 3) Yearly, monthly and daily inspection logs 4) Rope/sling certifications 5) Operator certifications/designations 6) Designation of person performing log inspections

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		7) Cranes that are permanently located on a Navy Installation shall have a quarterly joint verification.
2.9.4.1	Crane Inspections	<p>The Contractor shall ensure all inspections are performed in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 (daily, monthly, quarterly, yearly), and retain the current documentation of inspections. Documents shall be kept on site.</p> <p>Daily pre-use inspections and testing shall be performed on all load hoisting and lowering mechanisms, boom hoisting and lowering mechanisms, swinging mechanisms, travel mechanisms (if to be used that day), and safety devices. Cranes that have to be re-rated shall be in accordance with SAE Recommended Practices, Crane Load Stability Test Code J765 and documentation maintained on site. The Contractor shall have an operational anti-two block device or a two-block damage prevention feature for all points of two blocking and a boom hoist disconnect, shutoff, or hydraulic relief to automatically stop the boom hoist when the boom reaches a predetermined high angle.</p>
2.9.4.2	Rigging Gear	<p>The Contractor shall ensure rigging gear and below the hook lifting devices and personnel comply with the following requirements:</p> <ol style="list-style-type: none"> 1) Personnel performing rigging shall have an understanding of all signs, notices, and operating instructions, and be familiar with the applicable hand signals prescribed by the ASME B30 standard for the type of crane in use. 2) Personnel performing rigging shall be familiar with the rigging requirements in EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926. 3) The Contractor shall inspect rigging gear in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 and paragraph 1.7.2 of NAVFAC P-307. Certification records shall be made available for review upon request.
2.9.4.3	Crane Operators	Crane operators shall meet the personnel qualifications requirements in paragraph 16.B of EM 385-1-1 and paragraph 1.7.2 of NAVFAC P-307. For mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 2,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators).
2.9.4.4	Crane Work Plan	The Contractor shall provide a crane work plan to the Contracting Officer as per Section F. The crane work plan shall include, for each crane proposed, the specific model of crane, a drawing of all locations (exact) at which dimensions, wheel sizes, number of wheels, wheel spacing, tire pressure(s), number of axles, axle spacing, maximum wheel load to be exerted during operations and maximum outrigger load to be exerted during operations. The Contractor shall allow at least ten (10) working days for review of the crane work plan provided. No crane operations shall begin prior to completion of the review of the crane work plan by the Government.
2.9.5	Accident and Damage Reporting	The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify

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		<p>all causes and to recommend hazard control measures.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-05-03.</p> <p>For any weight handling equipment accident (including rigging gear accidents) the Contractor shall conduct an accident investigation to establish the root cause(s) of the accident and comply with additional requirements and procedures for accidents in accordance with NAVFAC P-307, Section 12. The Contractor shall submit a WHE Accident Report (Crane and Rigging Gear) J-0200000-05-04 per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For a near miss involving crane or rigging operations, the Contractor shall report verbally to the Contracting Officer as soon as management becomes aware but not later than 4 hours of such event and comply with additional requirements and procedures for near-misses in accordance with NAVFAC P-307, Section 12. A near miss occurs when an accident was avoided by mere chance or when intervention prevented an ongoing sequence of events that would have resulted in an accident (e.g. unplanned encroachment, improper crane set-up, improperly rigged load, etc.). The Contractor shall submit a Crane and Rigging Gear Near Miss Report J-0200000-05-05 per Section F.</p>
2.9.5.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job;

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		<p>5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</p> <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. First aid treatment provided by a physician, registered personnel or others is not considered Medical Treatment.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.6	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.7	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. This is a separate report for work issued through each FEAD. This Monthly report shall be provided to the PAR / SPAR for each FEAD where work is done under this contract.
2.9.8	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and submit a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.9	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> ... The site is safe and free of job-site hazards ... Proper PPE is being utilized and worn. ... Safe work practices and processes are being followed. ... Workers are familiar with the hazards covered in the respective AHA for that work activity. ... All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall</p>

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		<p>work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.10	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.11	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.9.12	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
2.9.13	Excavations	<p>Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1.</p> <p>The Contractor shall provide a third party, independent, private utility locating company to positively identify underground utilities in the work area in addition to any station locating service and coordinated with the station utility department.</p> <p>The Contractor shall physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent work is expected to come within 3 feet of the underground system.</p> <p>Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the existing utility location shall be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating</p>

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		company. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of work. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the Contractor from meeting this requirement.
2.9.14	Restrictions On Use of Yellow Materials (NNSY)	Contractors shall refrain from the use of yellow or yellow-orange materials for the following purposes: sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, raingear, banding of identification marks on tools and boundary markers such as ribbons. Contractor generated yellow waste materials such as torn foul weather gear shall be disposed of by the contractor off-yard. Shipyard dumpsters and trashcans shall not be used for disposal of Contractor generated waste materials. Yellow colored items such as described above are of special significance within the shipyard and are subject to strict controls.
2.9.15	Additional Safety Requirements for Norfolk Naval Shipyard	All spec items that are specific to the Norfolk Naval Shipyard will have NNSY in the title block.
2.9.15.1	Emergency Response Requirement NNSY	The Norfolk Naval Shipyard has instituted a requirement for all personnel to take shelter for personal safety in the event of certain emergencies. This policy includes Contractors, Subcontractors, and any person who is employed by the Contractor. The most appropriate protective action for certain emergencies is to take shelter. Personnel shall immediately seek shelter while an assessment is made of the threat and determinations are being made regarding subsequent actions such as “all clear” or selected building evacuations
2.9.15.2	Notification NNSY	The primary means of alerting personnel shall be emergency alert signals. The alerting signal to seek shelter shall be three steady tones that last for thirty seconds separated by ten seconds of silence. The notification for “all clear” shall be three short tones repeated three times.
2.9.15.3	Sheltering NNSY	When personnel hear the alert signal, the area of work must be secured in a manner that will leave the site in a safe condition. Personnel shall seek shelter in the nearest occupied building in calm and orderly manner. If possible, secure all windows and doors and shut off ventilation. If working aboard ship, proceed into the interior of the ship and wait for further directions from official personnel. If in a vehicle, park the vehicle so that it does not block the normally traveled portion of the road and proceed into the nearest occupied building. If Contractor cannot gain access to the nearest occupied building, then the Contractor shall shelter in place until the “all clear” is sounded or directed by official personnel.
2.9.15.4	Evacuation NNSY	In the event of an evacuation, personnel shall receive directions from team members of the Crowd Control Center (CCC) or the building custodian acting on the directions from the CCC. Contract personnel shall comply with instructions given at all times.
2.9.15.5	Incident Report NNSY	Contractor shall instruct their personnel, including subcontractors, assigned to a job within NNSY, upon witnessing flooding, fire, injury to personnel, or any other incident or casualty requiring emergency response, to immediately contact the following - NNSY Fire Department 396-3333, any NNSY Supervisor/Manager and, the KO. Provide the location and other pertinent details.
2.9.15.6	Fire Protection	Contractor employees shall know how to turn in a fire alarm. The Contractor

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	NNSY	shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazard to persons, facilities, and material. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with activity instruction procedure number NAVSHIPYDNORINST P11320.6 29 April 1982 or latest revision.
2.9.15.7	Hot Work Permit NNSY	The Contractor shall be responsible for obtaining a Hot Work Permit from the Norfolk Naval Shipyard Fire Department, phone No. (757) 396-3333 prior to any burning or welding. When using a grinder for grinding flowed metal, no hot work permit shall be required as long as the diameter of the grinding wheel does not exceed 3 inches. Should the Contractor decide to use a grinder with a grinding wheel that exceeds 3 inches in diameter, the Contractor shall be required to obtain a Hot Work Permit.
2.9.15.8	Traffic Cones and Signs NNSY	Contractor shall provide 36 inch tall Traffic Cones to be placed around each vehicle when areas of work are located in areas that do not provide parking slots.
2.9.15.9	Access to Radiological Controlled Areas NNSY	Contractor personnel shall not, under any circumstances, enter a radiological controlled area or cross any posted radiological boundary. This paragraph applies to all phases of contract work. Radiation areas are posted with signs consistent with OSHA requirements. Ensure that employees are familiar with the radiation signs and symbols. All personnel entering the shipyard for the first time are required to receive radiological indoctrination training. Should contract workers encounter radiological postings and/or boundaries that appear to limit their ability to access or carry out their intended work, they shall notify their Contract Administrator for resolution of the problem.
2.9.15.10	Danger Tags and Locks NNSY	Lockouts and tag outs for the servicing and / or maintenance work in shops, buildings and other locations within the shipyard on facilities owned and operated by NNSY by outside activities shall be performed by authorized Contractor employees after receiving authorization to isolate the system(s) from the building custodian. Assistance in identifying the proper isolation points will be available from the building custodian. The Contractor shall also provide and attach danger tags to all mechanical and electrical equipment being serviced that may cause damage or injury to property and personnel working in the area. After all services have been completed, the Contractor shall notify the Contracting Officer's Representative within one hour of restoration of electrical service.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> ... Reduce purchase and use of toxic and hazardous materials; ... Expand purchase of green products and services; increase recycling; ... Reduce energy and water use; ... Increase use of alternative fuels and renewable energy; ... Integrate green building concepts in major renovations and new construction; ... Prevent pollution at the source; and ... Continual improvement. <p>Policy:</p> <ul style="list-style-type: none"> ... Protect public health and the environment by being an environmentally responsible member of the community; ... Preserve our natural, historic and cultural resources; ... Conserve natural resources by reducing what we discard, reusing

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		<p>items, and recycling materials, which includes purchasing products made from recycled materials;</p> <p>... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;</p> <p>... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</p> <p>... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</p> <p>... Enhance our program as we develop and implement an Environmental Management System; and</p> <p>... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</p> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	<p>The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.</p> <p>The Contractor shall attend periodic meetings with the Installation Energy Manager, where energy and water efficiency goals and project status will be discussed to ensure that any Contractor work complements and optimizes efficiency efforts.</p>
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the

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		Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	<p>The Contractor shall comply with all federal, state and local environmental laws and regulations, and specifically requirements of Sections 608 and 609 of the Clean Air Act Amendments (CAAA) of 1990, 40 Code of Federal Regulation Part 82 (40 CFR 82) and of paragraph 22-3.6 (Management of Ozone-Depleting Substances) of OPNAVINST 5090.1 Environmental Readiness Program Manual, and Navy ODS Advisory 96-02 Refrigerant Leak Repair and Record Keeping as pertaining to this contract..</p> <p>Technicians shall be certified through an EPA approved program. Copies of the certifications shall be maintained at the employee's place of business and/or carried as a wallet card by the technician. All certificates shall be legible. Certifications shall be for the type of equipment they will be using (Universal Certification is preferred). Contracting Officer (KO) shall be provided a copy of all certificates. Contractor shall use only EPA approved refrigerant recovery equipment. A list of equipment including name of manufacturer, model number, serial number, date manufactured and a list of names of EPA Certified Technicians shall be provided at start of contract and whenever requested by KO.</p> <p>Record keeping shall document and demonstrate contractor compliance with regulatory and Navy requirements cited above. Contractor may choose to use a commercially available ODS recordkeeping and tracking software if it provides similar recordkeeping and is deemed acceptable to the KO. Other methods of maintaining and tracking ODS recordkeeping requirements and compliance demonstration may be presented for consideration in lieu of using one of the above cited software if it meets regulatory recordkeeping requirements and is approved by KO. All records for work on refrigerant equipment shall contain at a minimum, the date, the technician's name, certification ID, equipment identifier and location, work performed, amount of refrigerant added or removed, and final determination of equipment status.</p> <p>A complete, up to date inventory of refrigerant containing equipment (maintained under this contract and Contractor owned) on board the installation shall be maintained at all times. The contractor is responsible for updating all recordkeeping software and for maintaining accurate and up to date refrigerant records. Contractor shall provide the KO with an updated software data files quarterly and at conclusion/termination of contract. Contractor's ODS records shall be readily available for inspection by government and regulators.</p> <p>Records are maintained for all refrigerant removal operations performed prior</p>

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		<p>to small appliance or motor vehicle air condition appliance disposal. The recovery date, technician's name and a statement that all refrigerant that had not previously leaked was removed in accordance with 40 CFR 82 shall be included in the disposal records. A weather resistant label or tag shall be placed on units pending disposal stating harmful refrigerants and oil have been removed from the unit in compliance with Section 608 of the CAA. The label or tag shall provide the company name & address, technician name, phone number, and date refrigerant was removed.</p> <p>Records shall be kept for all refrigerant recovery operations/services performed on equipment that normally contains 50 pounds or more refrigerant will include the service date, service description, amount of refrigerant purchased, and amount of refrigerant added.</p> <p>Technicians evacuating refrigerant from appliances with a full charge of more than 5 and less than 50 pounds of refrigerant for purposes of disposal of that appliance must keep records documenting the following for three years:</p> <ul style="list-style-type: none"> (i) The company name, location of the appliance, date of recovery, and type of refrigerant recovered for each appliance; (ii) The total quantity of refrigerant, by type, recovered from all disposed appliances in each calendar month; and (iii) The quantity of refrigerant, by type, transferred for reclamation and/or destruction, the person to whom it was transferred, and the date of transfer. <p>Leak Rate Calculation. Persons adding or removing refrigerant from an appliance must, upon conclusion of that service, provide the owner or operator with documentation that meets the applicable requirements in (§82.157(l)(2) Owners or operators must maintain a record including the following information for each time an appliance with a full charge of 50 or more pounds is maintained, serviced, repaired, or disposed of, when applicable. If the maintenance, service, repair, or disposal is done by someone other than the owner or operator, that person must provide a record containing the following information, with the exception of (l)(2)(vii) and (viii) of this section, to the owner or operator:</p> <ul style="list-style-type: none"> (i) The identity and location of the appliance; (ii) The date of the maintenance, service, repair, or disposal performed; (iii) The part(s) of the appliance being maintained, serviced, repaired, or disposed; (iv) The type of maintenance, service, repair, or disposal performed for each part; (v) The name of the person performing the maintenance, service, repair, or disposal; (vi) The amount and type of refrigerant added to, or in the case of disposal removed from, the appliance; (vii) The full charge of the appliance; and (viii) The leak rate and the method used to determine the leak rate (not applicable when disposing of the appliance, following a retrofit, installing a new appliance, or if the refrigerant addition qualifies as a seasonal variance). The owner or operator must calculate the leak rate every time refrigerant is added to an appliance unless the addition is made immediately following a retrofit, installation of a new appliance, or qualifies as a seasonal

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		<p>variance.</p> <p>Leak rate calculations report are to be submitted to the KO as per Section F. Leak rate calculation form can be found in J-0200000-05-06.</p> <p>Refrigerant leaks on equipment, which normally contain 50 pounds or more refrigerant, are repaired within 30 days of leak discovery. Leak repairs for equipment normally containing 50 pounds or more refrigerant are documented, including the date of leak discovery and date repaired, technician's name, amount of refrigerant vented, and amount purchased and added.</p> <p>Repair of leaks must be documented by both an initial and a follow-up verification test or tests. Initial verification test. Unless granted additional time, an initial verification test must be performed within 30 days (or 120 days if an industrial process shutdown is required) of an appliance exceeding the applicable leak rate (dependent on equipment type). An initial verification test must demonstrate that leaks where a repair attempt was made are repaired.</p> <p>(i) For repairs that can be completed without the need to open or evacuate the appliance, the test must be performed after the conclusion of the repair work and before any additional refrigerant is added to the appliance.</p> <p>(ii) For repairs that require the evacuation of the appliance or portion of the appliance, the test must be performed before adding any refrigerant to the appliance.</p> <p>(iii) If the initial verification test indicates that the repairs have not been successful, the owner or operator may conduct as many additional repairs and initial verification tests as needed within the applicable time period.</p> <p>Follow-up verification test. A follow-up verification test must be performed within 10 days of the successful initial verification test or 10 days of the appliance reaching normal operating characteristics and conditions (if the appliance or isolated component was evacuated for the repair(s)). Where it is unsafe to be present or otherwise impossible to conduct a follow-up verification test when the system is operating at normal operating characteristics and conditions, the verification test must, where practicable, be conducted prior to the system returning to normal operating characteristics and conditions.</p> <p>(i) A follow-up verification test must demonstrate that leaks where a repair attempt was made are repaired. If the follow-up verification test indicates that the repairs have not been successful, the owner or operator may conduct as many additional repairs and verification tests as needed to bring the appliance below the leak rate within the applicable time period and to verify the repairs.</p> <p>Records detailing accidental venting of ODS are maintained; these records shall include as a minimum the date, type, location, amount vented, and reason for venting.</p> <p>Records detailing the type and amount of refrigerant purchases shall be kept.</p>

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		<p>Only excess Class I ODS is to be returned to DLA and not private contractors (R-11, 12, 113, 114, 500, 502). All reclaimed class I refrigerant shall be stored in approved containers, made for the intended purpose and transported by the Contractor to the Defense Logistics Agency (DLA) at the following address:</p> <p style="text-align: center;">DLA Distribution SW0400 ODS Cylinder Operations Open Shed 6 Chippenham Parkway Entrance, Gate 13 Richmond, Virginia 23297-5000</p> <p>Once the Contractor has delivered the refrigerant to DLA in Richmond, the Contractor shall submit a Class I and II ODS Report per Section F.</p> <p>Contractor ODS records shall be available to the KO upon request.</p>
2.10.2.2	Solid Waste Management and Recycling	<p>The Contractor shall comply with the installation's Solid Waste Management Plan(s) and OPNAVINST 5090.1 series for Contractor generated waste. The Contractor shall submit Solid Waste Management Reports per Section F. The Solid Waste Management Reports Form is provided upon request by the KO.</p> <p>The Contractor shall recycle concrete, scrap metal, tires, wooden pallets, cardboard, asphalt, yard waste and submit quarterly reports with recycling weight ticket receipts per Section F.</p>
2.10.2.3	Non-Regulated Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>The Contractor shall dispose of regulated waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws, regulations and instructions, such as 40 CFR.</p> <p>Disposal of all non-regulated debris and rubbish resulting from the work under this contract shall comply with the federal regulations in 40 CFR Part 258 (Subtitle D of RCRA), or equivalent state regulations and be disposed of at appropriate off installation waste handling facilities.</p>
2.10.2.4	Regulated Waste Disposal	<p>The Contractor shall dispose of all regulated waste (hazardous waste) in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state, and local laws and regulations. No on-installation disposal of hazardous waste is allowed.</p>
2.10.2.5	Universal Waste	<p>The Contractor shall collect, manage, and dispose of all Universal Waste generated under the performance of this contract in accordance with applicable Federal, state, and local laws, regulations and instructions, such as: 40 CFR.</p>
2.10.2.6	Spill Prevention, Containment, and Clean-up	<p>The Contractor shall prevent, contain, and clean up all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations and with the Installation Hazardous Waste Management Plans; and Spill Prevention, Control, and Countermeasure Plans provided in J-0200000-12 for Naval Support Activity (NSA) and J-0200000-12-01 for NNSY at no additional cost to the Government. All spills must be reported to Installation Emergency Communications Center.</p>

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		The Contractor shall notify the KO as soon as possible but not more than 24 hours after spill. Spill reports shall be submitted within 48 hours per Section F.
2.10.2.7	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided in J-0200000-13.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Safety Data Sheets (SDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.</p>
2.10.2.8	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.9	Noise Control	The Contractor shall comply with all applicable Federal, state, local laws, ordinances, and regulations relative to noise control.
2.10.2.10	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at the Contractor's expense to a location determined by the KO.
2.10.2.11	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall

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		avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and submit a written ACM Notification within 24 hours per Section F.
2.10.2.11.1	Asbestos Certification / Asbestos Containing Materials NNSY	Items, components, or materials to be worked under this contract may involve asbestos. Other materials, especially thermal insulation, in the general work area may also contain asbestos. All thermal insulation in all work areas should be considered to be asbestos unless positively identified by laboratory analysis certifying asbestos free. The contractor shall not remove or perform work on any such materials without the proper approval of the Contracting Officer. The Contractor shall not engage in any activity that would remove or damage such materials or cause the generation of fibers from such materials. The Contractor shall immediately stop all work which would generate further damage to the material, evacuate the potential asbestos exposed area, and notify the Contracting Officer for resolution of the situation prior to resuming normal work activities in the affected area.
2.10.2.11.2	Safety and Health Requirements for Control of Asbestos Material NNSY	<p>Accomplish asbestos work in accordance with the requirements of references in J-0200000-03. The KO's written approval of the Asbestos Abatement Plan must be received by the Contractor prior to performing asbestos work. Submit to Code 106 a copy of the approved plan and the completed Asbestos Check Off List in J-0200000-14.</p> <p>For all asbestos work performed, provide the COR and Code 106 with a copy of the 10 working day notification form required by NESHAPS 40 CFR 61 Subpart M, prior to performing any Class I Asbestos renovation work involving greater than 160 sq. ft. or any demolition of a facility.</p> <p>An asbestos inspection must be performed by a qualified AHERA Asbestos inspector to determine the presence of any Asbestos Containing Material (ACM). A copy of a written asbestos inspection report and laboratory results must be forwarded to the KO and Code 106 for review. If material has been assumed to contain asbestos, the asbestos inspection and report are not required. Any material assumed to be, or identified as, asbestos must be encapsulated / removed by a licensed asbestos removal contractor employing licensed asbestos personnel. See J-0200000-03 for required references.</p>
2.10.3	Sustainable Procurement and Practices	<p>The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> ... Recycled Contents Products ... Energy/Water efficiency ... Energy Efficient Tools and Equipment ... Alternate Fuels and Alternate Fuel Vehicles ... Biobased Products ... Non-Ozone Depleting Products ... Environmental Preferred Products and Services ... Low/Non-Toxic and Hazardous Materials <p>The Contractor shall submit an annual Sustainable Delivery of Services</p>

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		Report per Section F.
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (<i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- Affirmative Procurement of BIOBASED Products Under Service And Construction Contracts. Information about these products is available at http://www.usda.gov/biopreferred .
2.10.3.4	Water Pollution Control NNSY	<ol style="list-style-type: none"> 1) Discharges/flushes to the river, storm drainage system, utility tunnels, sanitary sewerage system, and Dry-dock shall be strictly controlled to maintain compliance with various NNSY operating permits. 2) Precautions shall be taken to prevent fuels, oils paints, thinners, paint chips dust or related debris from entering the river or storm drain system or dry dock dewatering system. 3) Precautions shall be taken to prevent fuels, oils, paints, thinners, paint chips, dust or related debris from entering the river or storm drain system or dry dock de-watering system 4) Use of detergents and cleaning compounds for cleaning over or near the water or storm drains is not permitted without prior approval from NNSY OSHE (Code 106.31) at 396-7231. Obtain approval same as for Water Pollution Control Requirements of this Guidance J-0200000-05-06. Residue from sweeping, compressed air, or water

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		<p>pressure cleaning operations shall not be allowed to enter the river or storm drain system.</p> <p>5) Liquid discharges/flushes (including potable water) shall not be directed to the river or storm drain system without written approval from NNSY Code 106. Obtain the approval by: Submit to NNSY Code 106.31 a completed J-0200000-05-06 (Discharge/Flush Authorization Form) at least two weeks in advance of actual work operations that will generate the liquid waste stream desired to be discharged to the river or storm drain system.</p> <p>6) During the work the liquid to be discharged shall be containerized.</p> <p>7) Upon completion of the work, sample the liquid and submit the analysis results to Code 106.31 for final discharge approval.</p> <p>8) If the liquid fails to meet permitted levels for river discharge, Code 106.31 will notify the contractor and KO so that an appropriate discharge strategy can be developed.</p> <p>9) For Sanitary Sewerage System and Collection, Holding, Transfer (CHT) system discharges/flushes:</p> <p>Do not place any additives (e.g. chemical cleaning agents) into CHT systems without the written approval from Code 106.3.</p> <p>Do not dump paint, thinner, paint debris, or brush/roller cleanup residue of any kind into the CHT system, restroom facilities or deep sinks.</p> <p>Black water / gray water wastes resulting from cleaning or hydro blasting of CHT system piping / tanks shall not be directed to the sanitary sewerage system without the written approval from Code 106.323. Obtain the approval by:</p> <p>Submit to NNSY Code 106.323 a completed J-0200000-05-06 at least two weeks in advance of actual work operations that involve hydro blasting or CHT tank cleaning. Include in this notification the 24-hour telephone number(s) and the name of the contractor's project supervisor.</p> <p>During the work the liquid to be discharged shall be containerized. Upon completion of the work, sample the liquid and submit the analysis results to Code 106.323 for final discharge approval.</p> <p>When analysis indicates that approval for discharge cannot be granted, Code 106.323 will notify the contractor and COR. All wastewater not approved for discharge through the NNSY sanitary sewerage system shall be disposed of per NAVYSHIPYDNORINST P5090.2, Volume II: Chapter 40. Submit a copy of the HRSD permit to Code 106.323 before any wastewater is taken off yard.</p>
2.10.3.5	Housekeeping Requirements NNSY	Many safety and fire hazards are caused by cluttering areas, passageways, and spaces with debris and material during work. Work areas shall be cleaned as a minimum, at the end of each shift. All dust or dirt producing operations shall be contained to the space/area of the work by using methods such as

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		<p>engineering controls (e.g., exhaust ventilation), shrink wrap, containments, temporary boundaries, etc. Take prompt corrective actions upon notification by the COR of unacceptable operations / conditions that degrade cleanliness. At the discretion / direction of the COR, operations may be suspended until proper corrective actions have been accomplished to return the space, area or equipment / component to the level of cleanliness that was originally established. Should the contractor fail to comply, additional contractual remediation efforts will be initiated to effectively rectify the situation in a timely manner.</p> <p>Work areas open to the environment shall be cleaned as a minimum, at the end of each shift to minimize the possibility that spent abrasives, paints, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris will be released to the environment.</p> <p>The contractors shall provide trash receptacles as necessary to maintain good housekeeping in contractors' work areas. These receptacles shall be emptied as necessary to prevent trash from being released to the environment.</p> <p>There are no acceptable amounts of spent abrasives, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris which may be released to the environment.</p> <p>Best management controls must be established to prevent any amount of spent abrasives, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris from being released to the environment.</p> <p>When waste containers are provided by the contractor, J-0200000-15 Solid Waste Management NNSY, is applicable. Information for disposal of wastes not addressed above and customer complaints concerning waste containers service should be directed to NNSY via the COR.</p>
2.10.3.6	Paint Removal NNSY	<p>Methods of control shall be utilized to protect Shipyard personnel, Tenants, Ship's Force and Shipyard equipment from exposure to airborne hazards and to prevent blast materials and paint chips from being released to the environment per references NAVYSHIPYDNORINST P5090.2 Volume II Chapters 58 and 63. All exterior chipping and blasting shall be performed with barriers and / or shrouding that fully encloses the area being prepared for preservation. Controls can include, but are not limited to, shrouding, tarpaulins, drop cloths, camels, fixed or floating platforms, barges, or other suitable methods that shall be used in a manner to maximize capture and provide collection of debris and pollutants being generated.</p> <p>The bottom edge of free hanging barriers shall be weighted, held in place with magnets, or tied down to hold them in place during all blasting and spray painting operations.</p> <p>If paint removal and/or abrasive blasting operations must be discontinued due to inclement weather, the work areas must be cleaned of all abrasive blasting materials and paint removal debris immediately.</p> <p>Use of detergents and cleaning compounds for cleaning over or near water or</p>

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		<p>storm drains is not permitted without prior approval from NNSY (Code 106.31) at 396-7231. To obtain approval complete J-0200000-05-06 and submit to the KO.</p> <p>Work areas shall be cleaned, as a minimum each shift to prevent wind and rainwater runoff from carrying spent abrasives, paints, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products, or other debris into the water. Cleanup areas contributing runoff by using mechanical or manual methods to sweep up and collect the debris.</p> <p>Hydro blasting operations shall follow the Water Pollution Control requirements of J-0200000-05-06.</p> <p>The use of paint strippers containing "methylene chloride" is strictly prohibited.</p> <p>Abrasive blasting must be contained in such a manner as to prevent unprotected personnel exposure to airborne hazards outside of the work area.</p> <p>In accordance with references in J-0200000-03, ensure safety and health requirements include proper containment and posting of work area; proper respiratory protection, personal protective equipment (PPE) and training; grounded ventilation and lighting; secured/covered ventilation and accesses effected by the operation.</p> <p>Contain outdoor blasting operations to prevent blasting media and debris from entering the river, storm drain system, or Dry-docks without cofferdam system installed. Containers (e.g. dumpsters or drums to contain spent abrasive blast media) shall be covered at all times except when loading or unloading.</p> <p>Enclosures used to contain blast dust shall be in good condition and closed to prevent dust from exiting through gaps, rips, or other openings while blasting operations are in progress.</p> <p>Halt blasting operations if containment enclosures are damaged or found to be ineffective until effective containment methods are put in place.</p> <p>Exhaust ventilation used within abrasive blasting enclosures shall be filtered to remove dust.</p> <p>Halt blasting operations if filtration equipment is ineffective until effective filtration methods are put in place.</p> <p>Conduct all storage, handling, and transfer of blast media to and from containers, tanks, vats, drums, and equipment systems in a manner that prevents spills and minimizes the release of dust.</p> <p>Maintain all blasting equipment and dust capture systems in good operating condition and free from leaks.</p> <p>Properly identify, label, package, and turn over all waste generated by blasting operation to on-site waste handling personnel in accordance with HM</p>

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		<p>/ HW Accumulation, Disposal, and Compliance requirements of reference 2.1 Chapter 38 unless otherwise indicated by appropriate sample analysis.</p> <p>If sustained wind speeds exceed 20 MPH, operations shall be frequently reviewed to ensure containment enclosures are effective.</p> <ol style="list-style-type: none"> 1. From the aspect of potential airborne exposure to personnel assume that all paints and primers contain lead or chromium until proven otherwise. Laboratory analysis of paints shall be minimized and used only to confirm the absence of lead or chromium in areas where documentation indicates specifically that surface has been coated with non-lead / chromium paints and primers. 2. All negative determinations for lead base paint shall be confirmed by Bulk Sample Analysis. Retain a copy of the analysis documents with the KO. (Percent by weight testing is not a substitute for TCLP testing for waste disposal). 3. Prior to the removal of paint, lead content of paint must be determined. If bulk samples are collected they must be analyzed by a laboratory accredited under the EPA National Lead Laboratory Accreditation Program (NLLAP) and that is successfully participating in the Environmental Lead Proficiency Analytical Testing (ELPAT) program. A minimum of one sample per affected surface (i.e., overhead, walls, deck, etc.) and color shall be taken and analyzed. 4. If analysis results indicate paint contains lead, control measures to prevent exposure to lead hazards must be implemented. 5. Prior to the removal of paint containing Lead, assess the amount of paint to be removed and plan the project. <p>Paint debris contaminated with Lead or Chromium shall be treated as HW, controlled, and disposed of in accordance the HM / HW Accumulation, Disposal, and Compliance requirements of NAVYSHIPYDNORINST P5090.2 Volume II Chapter 38.</p> <p>Use of water to reduce / eliminate dust generation during paint removal processes is required; however, minimize its use to what is necessary to accomplish reduction/elimination of dust generated, since any used in the operation must be treated as HW.</p> <p>Vacuum debris, clothing and all surfaces in work area with HEPA filtered vacuum. Damp wipe all tools, PPE, and work area surfaces including tarps and drop cloths if they will be reused, etc.</p> <p>Ensure that paint debris, HEPA filters, and wipe down rags are separated from coveralls, gloves, and other disposable materials. Place them into plastic bags and label both groups as hazardous waste.</p> <p>Mechanical grinding and sanding shall be kept to the absolute minimum with primary reliance on impact tools and authorized chemical paint strippers for</p>

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		<p>paint removal.</p> <p>Contractor will monitor employees as required by CFR 29 and ensure airborne levels of lead remain below 30 micrograms of lead at the work boundary IAW references in J-0200000-03.</p> <p>Contractor will provide a lead paint removal plan to the KO IAW references in J-0200000-03.</p> <p>Plan must include methods of control to be utilized to protect Shipyard personnel, Tenants, Ship's Force and Shipyard equipment from exposure to airborne hazards. Lead Paint Removal Plan Checklist J-0200000-16 to ensure all applicable requirements of reference NAVFAC Guide Specification (13283N) are included.</p>
2.10.3.7	Paint Mixing, Spray Painting and Paint Applications NNSY	<p>Lead paint application is strictly prohibited at NNSY with the exception of some striping paints that can only be applied by roller or brush methods. Substitutes for lead based paints are available.</p> <p>Control painting evolutions with explosion proof ventilation. If applicable frequently test all painting evolutions performed in tightly enclosed or confined spaces by using a competent person to ensure the concentration of flammable vapors remains below 10 percent of the lower explosive limit. Prohibit hot work, open flames, and operation of spark-producing mechanisms within 25 feet of these painting evolutions.</p> <p>Any spills onto the land or water must be reported and cleaned up per NAVYSHIPYDNORINST P5090.2 Volume II Chapter 40. Paints and solvents shall not be mixed in areas where spillage may cause a release to either the ground or the water unless containment measures are employed. Drip pans, tarpaulins, drop cloths or other protective devices shall be used for all areas where open cans or paint mixing shall occur. Spill control and cleanup equipment such as absorbent material, brooms, mops and containers must be on hand whenever painting operations are conducted.</p> <p>Spray painting must be contained in such a manner as to prevent air borne particulate matter from escaping the established work containment.</p> <p>Methods of control shall be utilized to protect Shipyard personnel, Tenants, Ship's Force and Shipyard equipment from exposure to airborne hazards and to prevent paint from being released to the environment per NAVYSHIPYDNORINST P5090.2 Volume II Chapters 58 and 63. All work shall be performed with barriers or shrouding fully enclosing the area being painted. Controls can include, but are not limited to, shrouding, tarpaulins, drop cloths, camels, fixed or floating platforms, barges or other suitable methods shall be used in a manner to maximize capture and provide collection of pollutants being generated. Contractors shall adhere to the requirements of references in J-0200000-03 if applicable.</p> <p>The bottom edge of free hanging barriers shall be weighted, held in place with magnets, or tied down to hold them in place during all spray painting operations.</p> <p>Work areas shall be cleaned as a minimum each shift to prevent wind and</p>

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		<p>rainwater runoff from carrying spent abrasives, paints, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products, or other debris into the water. Cleanup of areas contributing runoff shall consist of mechanical or manual methods to sweep up and collect the debris.</p> <p>Spray painting operations must be contained in such a manner as to prevent unprotected personnel exposure to airborne hazards outside of the work area.</p> <p>In accordance with references in J-0200000-03 ensure safety and health requirements include proper containment and posting of work area; proper respiratory protection, personal protective equipment (PPE) and training; grounded ventilation and lighting; secured/covered ventilation and accesses effected by the operation.</p> <p>Contain outdoor spray painting operations to prevent paint from entering the river, storm drain system, or Dry-docks without cofferdam system installed.</p> <p>Enclosures used to contain spray painting operations shall be in good condition and closed to prevent material from exiting through gaps, rips, or other openings while painting operations are in progress.</p> <p>Halt Spray painting operations if containment enclosures are damaged or found to be ineffective until effective containment methods are put in place.</p> <p>Exhaust ventilation used within spray painting enclosures shall be filtered to remove paint over spray.</p> <p>Halt spray painting operations if filtration equipment is ineffective until effective filtration methods are put in place.</p> <p>Properly identify, label, package, and turn over all waste generated by spray painting operations to on-site waste handling personnel in accordance with HM / HW Accumulation, Disposal, and Compliance requirements of NAVYSHIPYDNORINST P5090.2 Volume II Chapter 38 unless otherwise indicated by appropriate sample analysis.</p> <p>If sustained wind speeds exceed 20 MPH, operations shall be frequently reviewed to ensure containment enclosures are effective.</p>
2.10.3.8	Paint and Thinner Transfer, Handling and Storage Procedures NNSY	<p>Handling and transfer of paints and thinners to and from containers, tanks, vats, drums, and piping systems shall be conducted in a manner that minimizes spills and evaporative loss.</p> <p>Spills onto the land or water shall be reported and cleaned up in accordance with the Spill Contingency and Control requirements of NAVYSHIPYDNORINST P5090.2 Volume II Chapter 40.</p> <p>Spills of Volatile Organic Hazardous Air Pollutant VOHAP containing materials/wastes shall be cleaned up as quickly as practicable.</p> <p>Spill contaminated clean up materials shall be promptly placed in a properly labeled impervious container (e.g.: plastic bag, closed drum).</p>

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		<p>Funnels, or other such devices, shall be used when appropriate to minimize the chance of spills. Spill control and cleanup equipment such as absorbent material, brooms, mops, and containers shall be on hand whenever transfers or painting operations are conducted.</p> <p>Paint and solvent containing systems (e.g., spray systems) shall be maintained in good order to minimize chances for leaks.</p> <p>Containers (cans, tanks, vats, drums, and piping systems) shall be free of cracks, holes, and other defects.</p> <p>Storage procedures shall be in place to minimize rusting and denting of containers.</p> <p>Containers in storage shall be closed in leak proof containers and shall remain closed at all times except when materials are being added or removed.</p> <p>Paint and solvent contaminated wastes shall be transferred to a closed container with a tight fitting cover at the end of the work shift.</p> <p>Inspections of the transfer, handling, and storage areas should be performed monthly. These inspections should occur more frequently if conditions dictate. For each inspection, electronically submit a completed copy of J-0200000-05-07 to NNSY Code 106.31 and the KO.</p>
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction. The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	<p>Existing technical library contents, including facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material, will be furnished by the Government.</p> <p>The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract.</p>
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO and provide a rough order of magnitude (ROM) estimate for the work exceeding the Contractors recurring work limits of liability within two hours of identification for further direction. The Government may

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		<p>issue a service order in accordance with the recurring work provisions or a task order in accordance with the non-recurring work provisions of the contract detailed below or accomplish the work by means other than this contract.</p> <p>The Contractor shall provide a detailed scope of work and detailed estimate, per Section F, per the non-recurring work procedures in Spec Item 2.15 for any potential task orders resulting from work that exceeded a recurring work limit of liability in the contract. The estimate shall include the full scope of work and clearly show the deductions for the applicable recurring work limit of liability. The resultant proposed price shall be for the portion of the work exceeding the recurring work limit of liability. Further, the Contractor shall prepare and provide scopes of work and estimates in this manner to the KO when requesting a determination that a recurring work limit of liability has or will be exceeded.</p>
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work ELINS are provided in J-0200000-17.
2.15	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G and DoD FedMall requirements in Section H. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	<p>The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD FedMall is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD FedMall is located at: http://www.dla.mil/Info/FedMall/</p> <p>Error! Hyperlink reference not valid.under NAVFAC contract.</p> <p>The Contractor shall submit a report of all non-recurring work quantities ordered via FedMall monthly per Section F.</p>
2.15.1.2	Invoicing and Receiving Payment	<p>Payment for completed FedMall orders will be made using the GPC. Reference “payment by third party” clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.</p>
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	<p>The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line</p>

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		items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring work proposal to the KO, per Section F, within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work material fixed burden rate. The Government retains the right to obtain additional quotes in questionable situations. The lowest price shall be used.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring work ELINS	Non-recurring Work ELINs are provided in J-0200000-17.

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Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, materials, and equipment necessary to perform facility Infrastructure Condition Assessment at Norfolk Naval Station, Norfolk, Virginia (Building W143), Naval Station Oceana Virginia Beach, Virginia (Navy Exchange Service Command, Building NX-101), Naval Weapon Station, Yorktown, Virginia (various locations), and Norfolk Naval Shipyard, Portsmouth, Virginia (various locations).
1.1	Concept of Operations	The intent of 1501000 Facility Management is to specify the requirements for facility Infrastructure Condition Assessment Program (ICAP) support.

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Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1501000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to provide facility Infrastructure Condition Assessment services.
2.2.1	Certification, Training, and Licensing	The Contractor's personnel inspecting and providing condition assessment shall possess all Certifications, Training, and Licensing as required by Annex 15020000 Spec. Item 2.2.1.
2.3	Special Requirements	.
2.3.1	System Access	The Government will provide access to the following systems: NAVFAC MAXIMO. The Contractor shall submit a complete list of personnel requiring access to

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Spec Item	Title	Description
		<p>these systems per Section F Annex 0200000. The Contractor shall provide information on each employee as required by Government information technology personnel.</p> <p>Additional information regarding NAVFAC MAXIMO requirements and account access is provided in Spec Item 2.6.6 in Annex 0200000.</p>
2.3.2	System Training	<p>The Government will provide one, three-day training session on the systems identified above. In addition, the Government will provide technical assistance to the Contractor's functional systems manager for five working days prior to full performance start date.</p> <p>Periodically, the Government will provide no-cost training on new systems and system enhancements to a limited number of Contractor personnel who are expected to provide training to remaining Contractor personnel. The Contractor shall send employees to Government-directed training on forthcoming systems either on-site or at a location specified by the Government. All costs of attendance at either on-site or off-site training, including, but not limited to, wages, travel, and per diem shall be borne by the Contractor. Historically, there has been a requirement for approximately five 8-hour days of such off-site training per year.</p>
2.3.3	Facility Investment Strategy	The Contractor shall engage in the Navy's facility investment strategy to provide efficient and effective facilities that directly support warfighter readiness at the lowest possible life cycle cost, while maintaining fully functional capabilities.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1501000-02.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	The Contractor shall provide facility Infrastructure Condition Assessment services to ensure asset condition reporting is maintained.	<p>Facility inventory and site maps are provided with Annex 1502000 J Facility Investment.</p> <p>The Contractor shall be knowledgeable of and comply with installation facility Infrastructure Condition Assessment reporting.</p>	<p>Condition Assessment services are performed as specified.</p> <p>Condition Assessment services are completed within the specified time.</p>
3.1	Infrastructure Condition Assessment Program (ICAP) Services	The Contractor shall perform ICAP services to ensure accurate asset inventory and condition information to properly support Condition Based Maintenance	<p>As part of CBMM, the Contractor shall perform ICAP services by maintaining an accurate asset inventory within MAXIMO and performing periodic condition assessments.</p> <p>An initial asset inventory will be available in MAXIMO at contract start.</p>	<p>MAXIMO asset data is complete and accurate.</p> <p>Asset condition assessment is complete and accurate.</p> <p>MAXIMO data is</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		Management (CBMM).		updated within the specified time.
3.1.1	Condition Assessment (Dynamic)	The Contractor shall assess and document asset condition for dynamic equipment to ensure accurate condition information is available for CBMM.	<p>The Contractor shall perform condition assessments on all equipment maintained under the Preventive Maintenance (PM) and Integrated Maintenance Program (IMP) specified in 1502000, Facility Investment to support ICAP and CBMM.</p> <p>The Contractor shall assess equipment condition annually and document the characteristic meter readings within MAXIMO. Condition assessments shall also be updated after equipment/assets have been repaired or replaced and any time a significant change in condition is noted. A list of assets requiring condition assessment are provided in J-1502000-03, J-1502000-04, J1502000-05, J-1502000-07, J-1502000-08, and J-1502000-11.</p> <p>Depending on the type of equipment, as related by Uniformat Classification, the Contractor must assess the condition of one to 12 meters. The meter group description and direct condition rating guidance for each Uniformat Classification is listed in J-1501000-03. The general direct condition rating guidance is shown in J-1501000-04.</p> <p>Required data fields for updates to characteristic meter reading information are indicated in J-0200000-09.</p> <p>The process for providing MAXIMO characteristic meter readings are specified in J-0200000-10.</p> <p>Informational Note: Condition Assessments are typically performed by the maintenance technician on an annual basis during the most invasive Preventive Maintenance (PM) circumstances.</p>	<p>Characteristic Meter Reading updates for all required assets are provided per Section F.</p> <p>Characteristic Meter Reading data fields required in MAXIMO are complete and accurate.</p> <p>Direct condition rating is reflective of current asset status.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	Non-recurring Work	Non-recurring work may be ordered utilizing DoD FEDMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to Non-recurring work ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for Non-recurring work will be the same as those in Spec Item 3 where applicable.	

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3.3.4	Fuel Storage Tanks
3.3.5	Internal Combustion Engines (ICE)
4	Non-Recurring Work

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Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment services for Navy Exchange Service Command, Virginia Beach, Virginia; Naval Weapon Station, Yorktown, Virginia; Norfolk Naval Shipyard, Portsmouth, Virginia; and Naval Station Norfolk, Norfolk, Virginia building W-143. All services at building W-143 are in support for The Navy and Marine Corps Intranet (NMCI) Network Operating Center (NOC) or (NMCI NOC). The NMCI NOC is operated under contract by Hewlett Packard Corp. (HP), formally known as Electronic Data Systems (EDS). Additional work may be added to this contract by modification anytime during the contract period. Additional locations may be added for any government facility within in the Tidewater area or for any facility within a 50 mile radius of one of the areas currently listed in the contract.
1.1	Concept of Operations	<p>The intent of 1502000 Facility Investment is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The Facility Investment requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consists of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of Facility Investment.</p> <p>The Contractor shall perform maintenance, repair, alteration, demolition and minor construction for the following:</p>

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Spec Item	Title	Description
		Building Systems -HVAC -Compressed Air Systems -Direct Digital Controls -Electrical -Auxiliary Generator Systems (including emergency and portable generators) -Uninterruptible Power Systems (UPS) -Fuel Storage Tanks

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Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1502000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the FI function.
2.2.1	Certification, Training, and Licensing	<p>All maintenance and repair shall be performed by personnel trained and certified by the Original Equipment Manufacturer (OEM).</p> <p>Personnel working on systems, equipment or components containing chlorofluorocarbons (CFCs) and/or hydro-chlorofluorocarbons (HCFCs) or non-exempt replacement refrigerants, must be certified under an Environmental Protection Agency (EPA) approved technical certification program per OPNAVINST 5090.1 Chapter 6.</p> <p>Personnel working with or on electrical or electronic equipment must be trained and certified per NAVFAC MO-200.</p> <p>Personnel performing work on transformers must be knowledgeable of proper procedures for handling and disposing of insulating fluid containing polychlorinated biphenyls (PCBs)</p> <p>All maintenance trade personnel certifying or inspecting repair or maintenance work that does not require an inspector certified by a governing directive shall be qualified at the journeyman level.</p> <p>The Contractor shall submit proof of all certification, training, and licensing requirements per Section F.</p>
2.3	Special Requirements	All maintenance and repair shall be performed in accordance with applicable EPA regulations. A/C & R work must meet 40 CFR 82 requirements. Internal combustion engines must meet 40 CFR 60 Subparts IIII and JJJJ, and 40 CFR 63 Subpart ZZZZ, as applicable. Fuel Storage Tank work must meet 40 CFR 112 requirements.
2.3.1	Workmanship and Material Standards	The Contractor shall be responsible for maintaining all systems and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the systems and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per

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Spec Item	Title	Description
		<p>approved and accepted industry and equipment manufacturers' standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all systems and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance with design intent. Repairs shall be made in accordance with the manufacturers' specifications and guidelines, and standard building codes. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.3.2	Historical Preservation	Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, state, and local historical policies and regulations.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1502000-02.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	The Contractor shall maintain, repair, and alter facilities, ground structures, and installed equipment and systems to ensure they are fully functional and in normal working condition.	<p>The Contractor shall develop, implement, and execute a Service Order, Preventive Maintenance, and Integrated Maintenance Program to maintain and repair facilities, ground structures, and installed equipment and systems.</p> <p>The Contractor shall maintain all maintenance, repair, and alteration data and warranty records in the technical library and NAVFAC MAXIMO in accordance with Annex 2.</p>	Facilities, ground structures, and installed equipment and systems are in normal working condition and function properly in accordance with specified standards.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>The Contractor shall provide all necessary test instruments, equipment, and tools required to perform maintenance and repair.</p> <p>The current facility inventory for Facility Investment will be provided in Section J as referenced in Spec Item 3.2 Preventative Maintenance and Spec Item 3.3 Integrated Maintenance Program.</p> <p>Site specific information for Norfolk Naval Shipyard are provided in J-1502000-03, J-1502000-04, J-1502000-05, J-1502000-05-01, J-1502000-05-02, J-1502000-05-03, J-1502000-05-04, J-1502000-05-05, and J-1502000-05-06.</p>	
3.1	Service Orders	The Contractor shall perform service order work in a timely manner and ensure Emergency Generators and systems are restored to a safe, normal working condition and function properly.	<p>The Contractor shall receive service orders in accordance with the work reception requirements in Annex 2.</p> <p>All service orders shall be issued only as a result of an emergency generator not providing back up power when it is needed. Service orders are limited to generators covered under the Contractors PM program. Service orders will not be issued for repairs on systems and equipment maintained under IMP.</p> <p>Samples of required work and historical service order workload are provided in J-1502000-06. Historical data and supporting information provided is intended to illustrate the volume of service orders issued and examples of work that has been performed in the past and is not to be construed as a limiting factor to services ordered and performed</p>	<p>Service order work is responded to and completed within the specified time.</p> <p>When repair is complete the Emergency generator is providing backup power on demand and does not present danger to personnel or equipment.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>in the future.</p> <p>Descriptions of emergency service orders are provided in the Definitions and Acronyms in J-1502000-01.</p> <p>The Contractor shall notify the KO upon identification that the service order will exceed the liability limits specified below in accordance with reporting requirements in Annex 2. If Non-recurring work is issued for repairs, the Government will only pay for the portion of labor and/or material that exceeds the service order limits. Submit per Section F.</p> <p>Service orders will not be issued for accomplishment of repairs on systems and equipment maintained under IMP. (Equipment for IMP is in building W143 Norfolk Naval Station)</p> <p>The Contractor shall submit a monthly summary of completed service orders per Section F.</p>	
3.1.1	Emergency Service Orders	The Contractor shall respond to emergency service orders and arrest emergent conditions to minimize and mitigate damage to facilities, ground structures, and installed equipment and systems and danger to personnel.	<p>The Contractor shall perform emergency service order work for any generator that fails to start in a power outage condition. 24 hours a day, seven days a week throughout the contract period.</p> <p>The Contractor shall respond to emergency service orders with the appropriate service personnel and equipment to commence work immediately.</p> <p>Emergency service orders are limited to \$2,500 in direct labor and material cost.</p> <p>The emergency service order is complete once the emergency has been arrested or the</p>	<p>Emergency service orders responded to within one hour of receipt of call.</p> <p>Emergency service orders are arrested within 24 hours of receipt of call.</p> <p>In the event that repairs cannot be completed within the allowed limit the Contractor shall submit a detailed estimate for additional repair costs that exceed the limit.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Contracting Officer or COR, has been informed that the required repairs exceed the Emergency Order limit.</p> <p>The Government may issue a non-recurring work task order for the follow-on work required to repair/restore the emergency generator to operating condition in the event it cannot be done within the Emergency Service Order limit.</p>	
3.2	Preventive Maintenance (PM) Program	The Contractor shall develop and implement a PM program for installed equipment and systems to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall develop and submit a PM program that shall be based on OEM standards and recommended frequencies best industry practices, and EPA regulations per Section F.</p> <p>The Contractor is fully responsible for the entire labor and material costs to perform Preventive Maintenance on listed equipment.</p> <p>The Contractor is responsible for and shall perform any repairs for defects discovered during the scheduled PM. Contractor limit of liability is \$250 per occurrence in direct material and labor cost under recurring work portion of the contract. Incidental repair work performed under maintenance is not considered a service order.</p> <p>Notification of repair work exceeding the limited liability during PM shall be submitted to the KO within two hours of identification. A non-recurring work task order may be issued for repairs exceeding the incidental repair limit.</p> <p>The Contractor shall not use breakdown maintenance as part of the PM program.</p>	<p>Maintenance is accomplished in accordance with the Contractor's PM program and work schedule.</p> <p>PM is performed in accordance with manufacturers' recommended procedures, frequencies, OEM standards and EPA requirements.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>The PM program shall provide an economical approach manufacturers' recommended procedures, OEM standards, EPA requirements, and maintenance required to satisfy equipment warranties and keep installed equipment and systems in normal working condition.</p> <p>Excessive or repeated system or equipment breakdowns or deficiencies may indicate the need to adjust or modify the Contractor's PM program. These changes will be made at no additional cost to the Government.</p> <p>The PM program inventories are provided in J-1502000-07 NAS Oceana, J-1502000-08 NWS Yorktown and J-1502000-09 NNSY Portsmouth.</p> <p>The Contractor shall submit a monthly PM work schedule and shall also submit a monthly Work Performed report, per Section F.</p> <p>Informational Note: Condition Assessments are typically performed by the maintenance technician on an annual basis during the most invasive PM circumstances. Requirements for condition assessment of dynamic equipment are specified in 1501000 Facility Management.</p>	
3.2.1	Auxiliary Generators	The Contractor shall perform Preventive Maintenance on auxiliary generators to ensure safe, reliable, uninterrupted service per OEM standards and recommended	<p>The Contractor shall comply with NAVFAC MO-912.</p> <p>Maintenance shall include, but not limited to, monthly startup, run, quarterly building load test, oil and filter change, coolant checks and</p>	<p>Preventive Maintenance is performed in accordance with Contractor's PM program and work schedule.</p> <p>Auxiliary generators</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		frequencies, best industry practices, and EPA regulations governing internal combustion engines.	replacement, and battery maintenance of all auxiliary generators in accordance with OEM standards and frequencies and EPA regulations to ensure operability. Automatic generator start circuits shall also be checked for proper operation. NOTE: The generator at NEX Virginia Beach is currently set in auto with a weekly self-test at 1300 on Mondays.	provide electrical power to meet the load demand for the duration of a power outage.
3.2.2	Generator Fuel System	The Contractor shall perform Preventive Maintenance on auxiliary generators fuel systems to ensure safe, reliable, uninterrupted service per OEM standards and frequencies.	Maintenance shall include, but not limited to, periodic testing of Fuel to assure it meets generator OEM and EPA standards, filter changes, and fuel pump tests. Fuel Storage Tanks shall be inspected and maintained in accordance with Spec Item 3.2.3	Preventive Maintenance is performed in accordance with Contractor's PM program and work schedule. Auxiliary generators provide electrical power to meet their designed load demand for the duration of a power outage.
3.2.3	Fuel Storage Tanks	The Contractor shall perform Preventive Maintenance on fuel storage tanks to ensure safe, reliable, uninterrupted service per OEM standards and frequencies.	The Contractor shall submit a schedule to provide Preventive Maintenance and repairs to Fuel Storage Tanks to the KO as per Section F. In accordance with Federal Spill Prevention Control and Countermeasure (SPCC) regulation, 40 CFR 112, contractor must conduct monthly inspection of generator base ("belly") tank, above ground storage tanks, and inspector must have required training: Inspection: Visual inspection of the generator base ("belly") tank or aboveground fuel storage tank must be conducted and documented on a monthly basis using Inspection Form J-1502000-10. Inspection record should be forwarded to KO and	Fuel storage tanks are maintained per Contractor's PM program and work schedule. All fuel storage tanks function to meet the intended purpose.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Environmental per Section F.</p> <p>The Contractor shall perform any repairs up to \$250.00 in direct labor and material per occurrence.</p> <p>Training: All persons conducting inspection must take required training: (1) One-time Installation-specific SPCC, (2) Annual Installation-specific Spill Briefing, and (3) one-time Above Ground Storage Tank (AST) Monthly Inspection Training. Coordinate with Installation Environmental office to obtain training material. Copies of training certificates are submitted to the KO per Section F.</p> <p>The inventory for storage tanks are located as follows: Fuel tanks J-1502000-07, J-1502000-08, and J-1502000-09.</p>	
3.2.4	Transfer Switch	<p>The Contractor shall perform Preventive Maintenance on Power Transfer Switches, both manual and automatic, that are part of the emergency generator power delivery circuit.</p> <p>Transfer switches shall be tested at least quarterly using the building as the load.</p> <p>The maintenance shall include all generator related electrical equipment.</p> <p>Submit PM Report PER Section F</p>	<p>Maintenance shall include, but is not limited to, periodic testing of switch for operation (automatic or manual), checking contacts for pitting or discoloration, and providing all OEM suggested maintenance.</p> <p>The Contractor shall perform any repairs up to \$250.00 in direct labor and material per occurrence.</p> <p>The Transfer Switch inventory can be found within J-1502000-07, J-1502000-08, and J-1502000-09.</p>	<p>Preventive Maintenance is performed in accordance with Contractor's PM program and work schedule.</p> <p>Transfer Switch perform as designed on demand.</p>
3.2.5	Internal Combustion Engines (ICE)	The Contractor shall perform Preventive Maintenance including	The Contractor shall perform all work in accordance with EPA regulation 40 CFR 60 and	Preventive Maintenance is performed in accordance with

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		inspection and all necessary repairs to internal combustion engines to ensure continual operation.	<p>63.</p> <p>During Internal Combustion Engine Operation & Maintenance (O&M), the contractor must:</p> <ul style="list-style-type: none"> ... Have written standard operating procedures (SOPs) for all O&M based on OEM recommendation. ... Ensure O&M personnel are trained on SOPs and training is documented with trainee name, date, and training description. ... Perform all O&M in accordance with OEM recommendations. ... Do not change any engine settings unless specified by OEM. ... Keep records of all maintenance both scheduled and unscheduled. ... Keep records and submit monthly to the KO documenting each engine operation to include: engine identification (building number, engine number), date, name of operator, start time, engine hour reading at start; stop time, engine hour reading at stop; duration of operation; and reason for operation per Section F. ... Minimize engine idle during startup and limit overall startup time to 30 minutes. ... Compression ignition (diesel) units- change oil and filter annually or every 500 hours, whichever comes first; Inspect air cleaner and all hoses and belts annually and replace as necessary. ... Spark ignition units- inspect spark plugs and all hoses and belts annually and replace as necessary. ... Fuel diesel units only with 	<p>Contractor's PM program and work schedule.</p> <p>All internal combustion engines shall function to meet the intended purpose.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			Ultra Low Sulfur Diesel (ULSD) meeting: maximum 15 ppm sulfur; minimum cetane index of 40 or maximum of aromatic content of 35% by volume; ASTM D975 if on-road ULSD or 40 CFR 80 Subpart I for non-road ULSD; provide KO documentation that each delivery meets specified standards.	
3.2.6	Uninterruptible Power Supply System	The Contractor shall perform Preventive Maintenance on Uninterruptible Power Supply systems to ensure safe, reliable, uninterrupted service per OEM standards and frequencies set in the Contractors PM Plan Submit PM Report PER Section F	The Contractor shall provide a complete estimate of repair costs in the event of failure of the equipment	Preventive Maintenance is performed in accordance with Contractor's PM program and work schedule.
3.2.7	Power Panels; Lighting Panels; Lighting Control Boxes	The Contractor shall perform Preventive Maintenance on Power Panels; Lighting Panels; Lighting Control Boxes, to ensure safe, reliable, uninterrupted service per OEM standards and frequencies set in the Contractors PM Plan. Submit PM Report PER Section F	Any panel that is operating at an elevated temperature due to excess load, shall be reported to KO as soon as the defect is noted.	Preventive Maintenance is performed in accordance with Contractor's PM program and work schedule.
3.2.8	Battery Chargers	The Contractor shall perform Preventive Maintenance on Battery Chargers to ensure safe, reliable, uninterrupted service per OEM standards and frequencies set in the Contractors PM Plan.	The Contractor shall provide a complete estimate of repair or replacement costs in the event of failure of the equipment	Preventive Maintenance is performed in accordance with Contractor's PM program and work schedule.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		Submit PM Report PER Section F		
3.3	Integrated Maintenance Program (IMP)	The Contractor shall develop and implement an IMP program for installed equipment and systems to ensure they are safe, fully functional, and operational.	<p>The Contractor shall develop and submit an IMP using full consideration of the OEM's recommendations and EPA regulations per Section F.</p> <p>All items in this IMP are in support of the Navy and Marine Corps Intranet (NMCI), Network Operating Center (NOC) Norfolk, or NMCI NOC Norfolk, as such all equipment is considered critical to Navy and Marine Corps operations.</p> <p>The IMP shall include the Contractor's approach for integrated maintenance, including regular preventative maintenance and inspection tasks, schedules for planned work accomplishment, plan for minimizing occurrence of repair and downtime, process for the identification of the need for repairs, and the process for scheduling and completing repair work.</p> <p>As part of the IMP, the Contractor has full responsibility for any individual occurrence of repair, including replacement, up to and including \$5,000 in direct material and labor cost unless otherwise stated in related information. The Contractor shall, per Annex 2, notify the KO upon identification that the repair will exceed the limit of liability listed above. If the estimated cost of the repair exceeds the liability limit, the Government may order the work under the non-recurring work section of this contract. However, the Government will</p>	<p>Maintenance is performed in accordance with Contractor's IMP and work schedule.</p> <p>When a problem or a need for repair is identified, the Contractor shall respond within one hour after notification of a failure during normal working hours.</p> <p>The Contractor shall verify receipt of after-hours calls within 15 minutes by calling the activity contact listed on the request for service. Service calls will not be issued for accomplishment of repairs on systems and equipment maintained under IMP.</p> <p>Systems and equipment are maintained and repaired to sustain a fully functional and operable condition in accordance with OEM specifications and EPA regulations governing internal combustion engines.</p> <p>When repair is complete the facility, system, or equipment does not present any hazard or danger to personnel or equipment.</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>only be liable for the amount of cost exceeding the liability limit.</p> <p>The Contractor shall bear the entire cost of labor and materials required to perform regular maintenance under the IMP in the recurring work portion of this contract. That cost is not subject to the same limit of liability as for repairs. All regular scheduled maintenance is the complete responsibility of the Contractor.</p> <p>The Contractor shall perform all repairs, whether identified as part of their routine IMP accomplishment, QC inspections, or notification from the Government and/or the CB Richard Ellis (CBRE) Engineers as well as the NMCI NOC Manager that a breakdown or malfunction has occurred.</p> <p>If the Government identifies a problem or a need for repair, the Government will contact the work reception desk. Service orders will not be issued for accomplishment of repairs on systems and equipment maintained under IMP.</p> <p>Historical data on IMP repairs is provided in J-1502000-11.</p> <p>The IMP equipment inventory can be found in J-1502000-12, J-1502000-13, J-1502000-14, J-1502000-15, J-1502000-16 and J-1502000-17.</p> <p>The Contractor shall submit a monthly IMP schedule and IMP maintenance and repair status report per Section F.</p>	

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			Informational Note: Condition Assessments are typically performed by the maintenance technician on an annual basis during the most invasive PM circumstances. Requirements for condition assessment of dynamic equipment are specified in 1501000 Facility Management.	
3.3.1	HVAC and Refrigeration Systems	The Contractor shall provide an IMP for HVAC and refrigeration systems and equipment to ensure they are safe, fully functional, and operational.	<p>The HVAC and refrigeration systems inventory is provided in J-1502000-12.</p> <p>Temperature settings for HVAC and refrigeration systems shall be maintained as specified in J-1502000-18.</p> <p>The Contractor shall not vent or otherwise dispose of any ozone-depleting refrigerant or refrigerant replacement in a manner that will permit its release into the environment. These refrigerants shall be captured and recycled in accordance with all Federal, state, and local environmental regulations as referenced in Annex 2, Spec Item 2.10.2.1.</p>	<p>Maintenance is performed per Contractor's IMP and work schedule.</p> <p>HVAC and refrigeration systems maintain spaces at the required temperature.</p> <p>HVAC and refrigeration systems are in compliance with environmental regulations.</p>
3.3.1.1	HVAC Water Testing and Treatment Services	The Contractor shall provide and implement a HVAC water testing and treatment program as part of the IMP program to ensure optimum equipment operation and to maximize useful life.	<p>The Contractor shall develop a HVAC water testing and treatment program for water-cooled chillers and cooling towers in accordance with equipment manufacturer's specifications as well as ASHRAE.</p> <p>The Contractor shall utilize dip slides and corrosion coupons as necessary.</p> <p>The Contractor shall submit HVAC water treatment test reports per Section F.</p> <p>The HVAC water testing and treatment services inventory is provided in J-1502000-19.</p>	<p>Sampling and testing is accomplished in accordance with the Contractor's program and schedule.</p> <p>Test results confirm that the water chemistry for the open and closed loops meets the requirements for the OEM Standards for the Chiller.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.3.1.2	Temperature Control Systems	The Contractor shall maintain the pneumatic control system and equipment to ensure safe and fully functional operations as part of the IMP.	<p>The Contractor shall ensure the temperature control system is fully functional.</p> <p>CBRE will allow access to the building automation system on a controlled basis. The Contractor will not have access to the computer systems or administrator access. User names and passwords will be issued on an as required basis.</p> <p>Maintenance shall comply with all OEM requirements and standards.</p> <p>All maintenance and repair shall be performed by personnel trained and certified by the OEM.</p> <p>Submit monthly reports per Section F.</p> <p>Information Note: Current Direct Digital Control (DDC) System is Metasys.</p>	<p>IMP accomplished per the Contractor's program and work schedule.</p> <p>Work is accomplished per Spec Item 2.3.1, Workmanship Material Standards.</p> <p>When repair is complete the facility, system, or equipment does not present any hazard or danger to personnel or equipment.</p> <p>Reports are submitted as specified.</p> <p>Temperature Control Systems operate as designed.</p>
3.3.2	Auxiliary Generators and Power Distribution Equipment	The Contractor shall both operate the equipment and perform maintenance on the auxiliary generators and the distribution equipment to ensure safe, reliable, uninterrupted service 24 hours per day, seven days per week, throughout the contract period as part of the IMP.	<p>The Contractor shall provide sufficient staff of qualified personnel to be onsite during testing of generators and qualified personnel to respond within one hour of notification of a generator startup.</p> <p>The Contractor shall comply with NAVFAC MO-912.</p> <p>Maintenance shall include periodic startup, run and load test of all auxiliary generators to ensure operability. The maintenance shall include all equipment and components of the Emergency Generators and Transmission and Distribution Systems (e.g., engines, turbines, generators, motors, fuel storage tanks, substations, transformers, switchgear, transmission, and distribution</p>	<p>Maintenance is performed in accordance with Contractor's IMP program and work schedule.</p> <p>Auxiliary generators provide electrical power to meet the load demand for the duration of a power outage.</p> <p>Auxiliary generators activated to restore electrical power within five minutes following loss of power.</p> <p>The Contractor responds as required.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>lines).</p> <p>Auxiliary generators shall be activated to restore electrical power within five minutes following loss of power.</p> <p>A monthly Operating Records Report shall be submitted to the KO within three days following the end of the month during which work is performed and shall include copies of operating logs per Section F.</p> <p>Informational Note: A weekly no load test of 15 minutes for each generator has been suggested as meeting the OEM standards for testing.</p>	
3.3.3	Generator Fuel	<p>The Contractor shall provide low Sulphur diesel fuel to ensure proper operation of the two installed Emergency Generators at W143.</p> <p>The Contractor shall provide fuel to cover required test run times.</p> <p>The Contractor shall also be responsible to provide fuel in the event of an extended run time due to power outages caused by weather events or the failure of power grid equipment.</p>	<p>The Contractor shall submit all original fuel receipts to the KO within 5 days of the fuel delivery per Section F.</p> <p>Informational Note: There is a plan in works to install four new Generators to replace the existing two Generators. There is however no hard date for this to take place. It assumed that this will take place sometime during the five year life of this Contract.</p> <p>Fuel diesel units only with Ultra Low Sulfur Diesel (ULSD) meeting: maximum 15 ppm sulfur; minimum cetane index of 40 or maximum of aromatic content of 35% by volume; ASTM D975 if on-road ULSD or 40 CFR 80 Subpart I for non-road ULSD; provide KO documentation that each delivery meets specified standards.</p>	<p>There is adequate fuel maintained on site to allow emergency generator operation under any conditions.</p> <p>Fuel receipts are submitted as specified.</p>
3.3.4	Fuel Storage Tanks	The Contractor shall maintain the fuel storage tanks to ensure safe and fully functional operations	The Contractor shall submit a schedule to perform preventive maintenance and repairs to Fuel Storage Tanks to the KO as per Section F.	Fuel storage tanks are maintained per Contractor's program and schedule.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		as part of the IMP.	<p>In accordance with Federal Spill Prevention Control and Countermeasure (SPCC) regulation, 40 CFR 112, contractor must conduct monthly inspection of generator base (“belly”) tank, above ground storage tanks, and inspector must have required training:</p> <p>Inspection: Visual inspection of the generator base (“belly”) tank or aboveground fuel storage tank must be conducted and documented on a monthly basis using Inspection Form J-1502000-10. Inspection record should be forwarded to KO and Environmental per Section F.</p> <p>The Contractor shall perform any repairs up to \$750.00 in direct labor and materials per occurrence.</p> <p>Training: All persons conducting inspection must take required training: (1) One-time Installation-specific SPCC, (2) Annual Installation-specific Spill Briefing, and (3) one-time Above Ground Storage Tank (AST) Monthly Inspection Training. Coordinate with Installation Environmental office to obtain training material. Copies of training certificates.</p> <p>The inventory for storage tanks are located as follows: Fuel tanks J-1502000-17.</p>	All fuel storage tanks function to meet the intended purpose.
3.3.5	Internal Combustion Engines (ICE)	The Contractor shall develop and implement a program to inspect and make all necessary repairs to internal combustion engines to ensure continual operation.	<p>The Contractor shall perform all work in accordance with EPA regulation 40 CFR 60 and 63.</p> <p>During Internal Combustion Engine Operation & Maintenance (O&M), the</p>	<p>Maintenance is performed in accordance with Contractor’s IMP program and work schedule.</p> <p>All internal combustion</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>contractor must:</p> <ul style="list-style-type: none"> ... Have written standard operating procedures (SOPs) for all O&M based on OEM recommendation. ... Ensure O&M personnel are trained on SOPs and training is documented with trainee name, date, and training description. ... Perform all O&M in accordance with OEM recommendations. ... Do not change any engine settings unless specified by OEM. ... Keep records of all maintenance both scheduled and unscheduled. ... Keep records and submit monthly to the KO documenting each engine operation to include: engine identification (building number, engine number), date, name of operator, start time, engine hour reading at start; stop time, engine hour reading at stop; duration of operation; and reason for operation per Section F. ... Minimize engine idle during startup and limit overall startup time to 30 minutes. ... Compression ignition (diesel) units- change oil and filter annually or every 500 hours, whichever comes first; Inspect air cleaner and all hoses and belts annually and replace as necessary. ... Spark ignition units- inspect spark plugs and all hoses and belts annually and replace as necessary. ... Fuel diesel units only with Ultra Low Sulfur Diesel (ULSD) meeting: maximum 15 ppm sulfur; minimum cetane index of 40 or maximum of 	engines shall function to meet the intended purpose.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			aromatic content of 35% by volume; ASTM D975 if on-road ULSD or 40 CFR 80 Subpart I for non-road ULSD; provide KO documentation that each delivery meets specified standards.	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	Non-Recurring Work	Non-recurring work may be ordered utilizing DoD FEDMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to Non-recurring work ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for Non-recurring work will be the same as those in Spec Item 3 where applicable.	

C.2 Reporting Requirements. A detailed report allocating value of work/quantities performed by Contract Line Items (CLINs)/Sub-Line Items (SLINs) identified in the schedule and any accompanying Exhibits with Exhibit Line Items (ELINs) is to be submitted monthly, including all Firm Fixed Price (FFP) and Indefinite Quantity (IQ) Work items completed. The Contracting Officer shall be notified when 75% of any IQ Line Item (CLIN/SLIN/ELIN) is reached.

C.3 Government Purchase Card Program. The contractor shall accept orders placed by authorized GPC users. The Government Purchase Card is a purchasing instrument issued through a commercial bank to a Government Agency to facilitate micro purchases. A micro purchase is any order for supplies or services of \$2,500.00 or less, or order for construction services of \$2,000.00 or less. The Contractor processes micro purchases under the GPC program exactly as they would process a charge by an individual using a personal credit card.

- **Limitation of GPC Pricing for IQ Work:** The Contractor shall be required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card Program. The Contractor shall be required to offer the pre-priced IQ line item services, at the same prices in accordance with the schedule of pricing information, Section B and Exhibits (if any). Contractor is responsible for tracking quantities and reporting total used each month and year to date to the Contracting Officer by the fifth day of each month. See Section H for additional details.

C.4 ADDITIONAL REPORTING REQUIREMENTS (Enterprise-wide Contractor Manpower Reporting Application (ECMRA)). The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Governmental fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at
<https://doncmra.nmci.navy.mil>.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-15

Certificate of Conformance

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable

facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

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E.2 CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extent of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

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E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

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E.4 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative monthly during the first three (3) months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within three (3) calendar days.

Section F - Deliveries or Performance

SECTION F

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO and COR	1	As required
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO and COR	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	At least 30 calendar days prior to start of contract performance.	KO and COR	1	As specified
0200000/ 2.3.5.1	N/A	Certificate of Insurance	At least 30 calendar days written notice by the insurance company prior to cancellation or material change in policy.	KO and COR	1	As required
0200000/ 2.6.1.1	N/A	FEDMALL Requests and Delivery Task Orders Report for work not started or incomplete	First work day of each month.	KO and COR	1	Monthly
0200000/ 2.6.1.1	N/A	Monthly Work Report	Within 15 working days after award and first work day of each month.	KO and COR	1	Monthly
0200000/ 2.6.6.2	J-0200000-06	Service Provider Flat-file	By the end of the following work day when updates are required.	KO and COR	1	As required
0200000/ 2.6.6.2	J-0200000-07	Asset Flat-file	By the end of the following work day when updates are required.	KO and COR	1	As required

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.6.6.2	J-0200000-08	Asset Specification Flat-file	By the end of the following work day when updates are required.	KO and COR	1	As required
0200000/ 2.6.6.2	J-0200000-09	Characteristic Meter Flat-file	By the end of the following work day when updates are required.	KO and COR	1	As required
0200000/ 2.6.6.2	J-0200000-10	Sample Delimited Flat-file	At least 30 calendar days prior to start of contract performance.	KO and COR	1	As specified
0200000/ 2.6.6.3	J-0200000-11	List of Personnel Requiring MAXIMO Accounts	At least 30 calendar days prior to start of contract performance and within 15 calendar days prior to any changes.	KO and COR	1	As specified
0200000/ 2.6.7.1	N/A	Quality Management Plan	At least 30 calendar days prior to start of contract performance and within 15 calendar days prior to any changes.	KO and COR	1	As specified
0200000/ 2.6.7.2	N/A	QC Inspection and Surveillance File	Within five calendar days of completion/ termination of the contract.	KO and COR	1	As specified
0200000/ 2.6.7.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO and COR	1	Monthly
0200000/ 2.6.8	N/A	Property Management Plan	At least 30 calendar days prior to start of contract performance.	KO and COR	1	As specified

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	At least 30 calendar days prior to start of contract performance.	KO and COR	1	As specified
0200000/ 2.7.1	N/A	Organizational Chart	At least 15 calendar days prior to start of contract performance.	KO and COR	1	As specified
0200000/ 2.7.2.6	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO and COR	1	As specified
0200000/ 2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October.	KO and COR	1	Annually for labor executed during the period of performance during each Government fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO and COR	1	As required
0200000/ 2.8.2	N/A	Vehicles	Within 15 days after award.	KO	1	As specified
0200000/ 2.8.11	N/A	Personnel Security Investigation (PSI), Fingerprint Card (FD87), and OF- 306 Declaration for Federal Employment	Prior to employee access to sensitive unclassified information.	KO, COR, and Security Manager	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	At least 30 calendar days prior to start of contract performance and 15 calendar days prior to any changes.	KO and COR	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO and COR	1	As specified

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.3	N/A	Compliance Plans, Programs, and Procedures	Together with the Accident Prevention Plan and for changes.	KO and COR	1	As specified
0200000/ 2.9.3.1	N/A	Alcohol and Drug Abuse Prevention Plan	Within 15 days after award.	KO	1	Or as requested by the KO
0200000/ 2.9.3.2	N/A	Chemical Hazard Communication Program	Within 15 days after award.	KO	1	Or as requested by the KO
0200000/ 2.9.3.3	N/A	Confined Space Program	Within 15 days after award.	KO	1	Or as requested by the KO
0200000/ 2.9.3.4	N/A	Critical Lift Plan	Within 15 days after award.	KO	1	Or as requested by the KO
0200000/ 2.9.3.5	N/A	Fall Prevention and Protection Plan	Within 15 days after award.	KO	1	Or as requested by the KO
0200000/ 2.9.3.6	N/A	Fire Prevention Program	Within 15 days after award.	KO	1	Or as requested by the KO
0200000/ 2.9.3.7	N/A	Hazardous Energy Control Program	Within 15 days after award.	KO	1	Or as requested by the KO
0200000/ 2.9.3.8	N/A	Heat/Cold Stress Monitoring Plan	Within 15 days after award.	KO	1	Or as requested by the KO
0200000/ 2.9.4.4	N/A	Crane Work Plan	At least ten working days prior to day work to be performed.	KO and COR	1	As required
0200000/ 2.9.5	J-0200000-05-03	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO and COR	1	As required
0200000/ 2.9.5	J-0200000-05-04	Weight Handling Equipment Accident Report	Within 15 working days of accident.	KO and COR	1	As required
0200000/ 2.9.5	J-0200000-05-05	Crane and Rigging Gear Near Miss Report	Within 15 working days of accident.	KO and COR	1	As required
0200000/ 2.9.7	N/A	Monthly On-Site Labor Report	First work day of each month.	KO and COR	1	Monthly

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.8	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO and COR	1	As required
0200000/ 2.9.10	N/A	Safety Certifications	At least 15 calendar days prior to start of contract performance and prior to expiration of certifications.	KO and COR	1	As specified
0200000/ 2.10.1.1	N/A	Water Conservation Plan	At least 30 calendar days prior to start of contract performance and 15 calendar days prior to any changes.	KO and COR	1	As specified
0200000/ 2.10.2.1	N/A	Leak Rate Calculations Report	Within five (5) calendar days of each refrigerant addition.	KO and COR	1	Monthly
0200000/ 2.10.2.1	N/A	Class I and II ODS Report	Within 24 hours following delivery of refrigerant to DLA.	KO and COR	1	As required
0200000/ 2.10.2.2	N/A	Solid Waste Management Reports	Within three months after start of contract performance and annually by October 10th thereafter.	KO and COR	1	As specified
0200000/ 2.10.2.2	N/A	Recycling Weight Ticket Receipts	As Specified.	KO and COR	2	Quarterly
0200000/ 2.10.2.6	N/A	Spill Report	Within 48 hours of spill occurrence.	KO and COR	1	As required

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.2.7	J-0200000-13	Emergency Planning and Community Right- To-Know Act (EPCRA) Report	At least 15 calendar days prior to start of contract performance and not less than 10 working days prior to planned use of hazardous material.	KO and COR	2	As specified
0200000/ 2.10.2.7	J-0200000-13	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO and COR	2	Annually
0200000/ 2.10.2.11	N/A	Asbestos Containing Material (ACM)	Written notification within 24 hours of discovery.	KO and COR	2	As specified
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	At least 15 calendar days prior to start of contract performance and within 15 calendar days after exercised option periods.	KO and COR	1	Annually
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO and COR	1	Annually
0200000/ 2.10.3.2	N/A	Recovered Material Certification	As specified.	KO and COR	1	When a product containing recovered materials is equal to or better than the original and could be used.
0200000/ 2.14.1	N/A	Detailed Scope of Work and Detailed Estimate	Within two work days.	KO and COR	2	As required

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.15.1.1	N/A	Non-Recurring Work Quantities Ordered via FedMall	First work day of each month.	KO and COR	1	Monthly
0200000/ 2.15.2.1	N/A	Non-Recurring Work Proposals	Within two working days following receipt of request.	KO and COR	1	As required

1501000 – Facility Management SECTION F: DELIVERIES OR PERFORMANCE						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1501000/ 2.3.1	N/A	System Access Personnel Listing	As per Section F Annex 0200000	COR/KO	2	As per Section F Annex 0200000
1501000/ 3.1	N/A	Infrastructure Condition Assessment reports	Within 3 months of the contract year.	COR/KO	2	Annually

1502000 – Facility Investment SECTION F: DELIVERIES OR PERFORMANCE						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1502000/ 2.2.1	N/A	Certification and Licenses	Within 15 days after award or as requested by the KO	KO	1	Once for initial submittal, then as requested
1502000/ 3.1	N/A	KO Notification of Service Order Work That Exceeds Limited Liability	Each Occurrence	KO	1	Each Occurrence
1502000/ 3.1	N/A	Service Order Summary Report	First work day of each month	KO	2	Monthly
1502000/ 3.2	N/A	Preventive Maintenance	30 calendar days after contract	KO	2	Annually

		Program Plan	award			
1502000/ 3.2	N/A	Monthly PM Work Schedule	Five work days prior to the beginning of each month	KO	1	Monthly
1502000/ 3.2	N/A	Monthly PM Work Performed Report	Monthly	KO	1	Monthly
1502000/ 3.2.3	N/A	Fuel Storage Tank Schedule for Inspection and Repairs	As required	KO	1	As Required
1502000/ 3.2.3	J-1502000-10	Monthly Tank Inspection Checklist	Monthly	KO, EV	1	Monthly
1502000/ 3.2.3	N/A	Training Certificate Copies	As required	KO	1	As Required
1502000/ 3.2.5	N/A	Monthly Engine Operation Record	Monthly	KO	1	Monthly
1502000/ 3.3	N/A	Integrated Maintenance Program Plan	30 calendar days after contract award	KO	2	Annually
1502000/ 3.3	N/A	Monthly IMP Schedule	Five work days prior to the beginning of each month	KO	1	Monthly
1502000/ 3.3	N/A	Monthly IMP Maintenance and Repair Status	Within five working days of the beginning of the month	KO	1	Monthly
1502000/ 3.3.1.1	N/A	HVAC Water Treatment Test Report	Within 30 days after award or as requested by the KO	KO	1	Once for initial submittal, then as requested
1502000/ 3.3.1.2	N/A	Monthly DDC Report	Monthly	KO	1	Monthly
1502000/ 3.3.2	N/A	Monthly Generator Report	Monthly	KO	1	Monthly
1502000/ 3.3.2	N/A	Generator Operating Records Report	Three days following the end of the month in which the work was performed	KO	1	Monthly
1502000/ 3.3.3	N/A	Fuel Receipts	As required	KO	1	As Required
1502000/ 3.3.4	N/A	Fuel Storage Tank Schedule for Inspection and Repairs	As required	KO	1	As Required
1502000/ 3.3.4	J-1502000-10	Monthly Tank Inspection Checklist	Monthly	KO, EV	1	Monthly
1502000/ 3.3.5	N/A	Monthly Engine Operation Record	Monthly	KO	1	Monthly

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

F.2 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of **12 months** commencing **30 days** after notice/date of award. The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (FAR 52.217-9 (MAR 2000) clause, Section I)". In the option periods the Government will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations.

F.3 LOCATION

a. Location. All work is primarily located at the . Work can be added for locations within a 50 mile radius.

- i. Other locations that may be added include, but are not limited to, the following:

Little Creek Naval Amphibious Base, Norfolk, Virginia, Oceana Naval Air Station, Dam Neck, Fort Story, Virginia Beach, Virginia, St. Juliens Creek, Norfolk Naval Shipyard Portsmouth Virginia, and Yorktown Naval Weapons Station, Yorktown, Virginia.

- ii. Should these areas be added it will be in accordance with FAR 52.243-1. They may be added by a modification to the contract and at the discretion of the Contracting Officer.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

CLAUSE TO BE COMPLETED BY EACH INDIVIDUAL FEAD WITH TASK ORDER ISSUE.

- (a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (c) WAWF access. To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____

Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G.1 CONTRACT ADMINISTRATION

This solicitation will result in the award of one contract. Upon award of this contract, Contract Administration shall be assigned to the following Facilities Contracting Department:

NAVFAC Mid-Atlantic, Acquisition ACQ32
Building Z140, Suite 216
9324 Virginia Ave
Norfolk, Virginia 23511

CLAUSES INCORPORATED BY FULL TEXT

G.2 RELEASE OF CLAIMS

The contractor shall, with the final invoice for the base term and each option period, provide a release of claims worded similar to the following:

The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising today out of said contract.

SECTION G

G.3 - Contracting Officer Authority

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

G.4 – Substitution of Key Personnel

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

Section H - Special Contract Requirements

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HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

CLAUSES INCORPORATED BY FULL TEXT

Contractor Support of Electronic Contracting (FedMall)

The contractor is required to offer indefinite quantity (IQ) pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Governmentwide Commercial Purchase Card (GCPC) program. When receiving GCPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to accept and process electronically submitted GCPC orders for IQ services, including those orders issued through the FedMall. The FedMall is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GCPC users will receive approved accounts on FedMall to view and order IQ line items.

The contractor is required to receive electronic IQ orders from the FedMall using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the FedMall. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/Pages/certificate.aspx>.

The contractor shall post updates on order delivery schedule and performance to the FedMall in a timely manner.

The contractor shall track quantities and report total ordered quantity in FedMall and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and

report when total dollar value of all orders from both GCPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

(c) Paragraphs (a) and (b) above apply to both new solicitations and to existing contracts awarded without the FedMall clause and provision.

(d) FedMall orders will not exceed the SAT for services. FedMall orders for construction work is not allowed.

(e) Unless an exception in paragraph (f) below applies, no IDIQ orders will be accepted for processing through a NAVFAC contract's office that can be ordered directly by the client through FedMall unless approved by a waiver. It is the intent that IDIQ contracts will be placed on FedMall. If a contract has been posted on FedMall and a client requests a task order be issued not using FedMall, a waiver by the Echelon III/IV CCO is required for each order. In no case shall the waiver process be utilized to provide a customer the flexibility to circumvent use of FedMall. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III/IV CCO.

(f) An exception to paragraph (e) above may be made at the discretion of the contracting officer, in coordination with the appropriate technical authority, when:

(1) Service requirements warrant additional contractual and technical oversight due to complexity of the work involved (e.g., crane/technical/safety oversight or similar considerations); or

(2) The client does not have GCPC authority to place FedMall orders valued above the micro-purchase threshold.

Written justification by the contracting officer and appropriate technical authority shall be required prior to issuing an IDIQ order. The written justification shall be included in the contract file and a copy provided to the Echelon III/IV CCO to ensure this exception is applied prudently.

SECTION H

H.2 – Non-Recurring Quantities

Once the estimated quantities for individual line items shown in the exhibit for the non-recurring portion have been ordered, additional quantities may be ordered as long as the overall Not-To-Exceed (NTE) amount of the contract per year is not exceeded, and the Contractor agrees by signing the task order.

H.4 – Wildlife Preservation

Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-1	Officials Not To Benefit	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-14	Limitations On Subcontracting	JAN 2017
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018

52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.245-1	Government Property	JAN 2017
52.245-2	Government Property Installation Operation Services	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	MAY 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$100,000.00.;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within three (3) days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

_____.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **FY20**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **FY20**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ----- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the

Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other

similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be

liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor _____. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **the contract commencement date** through **the contract completion date**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J (contents attached separately) DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	Definitions and Acronyms
J-0200000-02	Wage Determinations
J-0200000-03	Directives, Instructions, and References
J-0200000-04	Invoice Sample Information Form
J-0200000-05	Forms
J-0200000-05-01	NNSY Service Interruption Request
J-0200000-05-02	Checklist For Critical Lifts
J-0200000-05-03	Contractor Incident Reporting System (CIRS)
J-0200000-05-04	WHE Accident Report (Crane and Rigging Gear)
J-0200000-05-05	Crane and Rigging Gear Near Miss Report
J-0200000-05-06	Discharge/Flush Authorization Form
J-0200000-05-07	Transfer, Handling, And Storage Procedure Inspection
J-0200000-06	Service Provider Information
J-0200000-07	Asset Information
J-0200000-08	Specification Information
J-0200000-09	Characteristic Meter Readings Information
J-0200000-10	NAVFAC MAXIMO Data Reporting
J-0200000-11	NAVFAC MAXIMO System Access Procedures
J-0200000-12	Installation Hazardous Waste Management Plans; and Spill Prevention, Control, and Countermeasure Plans
J-0200000-12-01	Installation NNSY Spill Control Plan
J-0200000-13	Contractor Hazardous Material Inventory Log
J-0200000-14	Asbestos Check Off List
J-0200000-15	Solid Waste Management NNSY
J-0200000-16	Contract Lead Paint Removal Work Plan Contract Administrator Review Checklist
J-0200000-17	Exhibit Line Item Numbers
J-0200000-18	Corporate Experience Form
J-0200000-19	Past Performance Questionnaire
J-0200000-20	Contractor Self-Performance Certification and Notification of Subcontracting

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1501000-01	Definitions and Acronyms
J-1501000-02	References and Technical Documents
J-1501000-03	Meter Group Descriptions and Direct Condition Rating Guidance
J-1501000-04	General Direct Condition Rating Guidance

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1502000-01	Definitions and Acronyms
J-1502000-02	References and Technical Documents
J-1502000-03	Norfolk Naval Shipyard Portsmouth Distribution Facility Inventory
J-1502000-04	Reserved
J-1502000-05	Reserved
J-1502000-05-01	Reserved
J-1502000-05-02	Reserved
J-1502000-05-03	Reserved
J-1502000-05-04	Reserved
J-1502000-05-05	Reserved
J-1502000-05-06	Reserved
J-1502000-06	Reserved

J-1502000-07	Emergency Generator And Electrical Distribution Systems Inventory For PM NAS Oceana, Building NX101 NEXCOM Beverly Building., Virginia Beach
J-1502000-08	Emergency Generator And Electrical Distribution Systems Inventory For PM Naval Weapons Station Yorktown
J-1502000-09	Emergency Generator System Equipment Inventory For PM Norfolk Naval Shipyard Portsmouth
J-1502000-10	Monthly Tank Inspection Checklist
J-1502000-11	Historical IMP Repairs
J-1502000-12	HVAC And Refrigeration System Inventory For IMP Naval Station Norfolk Building W143
J-1502000-13	Control System Inventory For IMP Naval Station Norfolk Building W143
J-1502000-14	Compressed Air Systems Inventory For IMP Naval Station Norfolk Building W143
J-1502000-15	Chill Water Flow Diagram Naval Station Norfolk Building W143
J-1502000-16	Condenser Water Flow Diagram Naval Station Norfolk Building W143
J-1502000-17	Emergency Generator And Electrical Distribution Inventory For IMP Naval Station Norfolk Building W143
J-1502000-18	Temperature Standards Naval Station Norfolk Building W143
J-1502000-19	HVAC Water Testing and Treatment Services Inventory Naval Station Norfolk Building W143

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310.

(2) The small business size standard is \$7,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225- 5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(a) Definition. As used in this provision--

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter ``CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

- (1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is ____ --[insert NAICS code].

(2) The small business size standard is ____ --[insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small

business concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION LNOTICE TO BIDDERSL.1 CONTRACTOR PROPOSAL CERTIFICATION

Contractor is required to certify in writing on page 1 of the proposal the following:

_____, warrants that its proposal
(Name of Offeror)

_____ incorporated herein by reference, including, but not limited to, proposed (of date or other Identifier) approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during the execution thereof. The contractor is not excused from meeting such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objective.

L.2 INQUIRIES

All questions from offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquiries will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to questions shall not have the effect of changing the provisions of the written RFP.

All questions must be submitted at least ten (10) days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

Pre-proposal inquiries shall be electronically sent to Jurmin Francis-Ross, Contract Specialist, at the following e-mail address: jurmin.francis-ross@navy.mil

L.3 DISPOSITION OF PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

CONTENT OF PROPOSAL

a. The Non-Cost/Price proposal and the price proposal shall be submitted in separate columns. The non-cost/price proposal shall not contain any cost/pricing information. The non-cost/price proposal presented by the offeror to whom the awards is made will be incorporated into the contract at time of award.

b. Offerors will complete and submit the following:

(2) Non-Price Factors:

Solicitation Submittal Requirements for Non-Price Factors: Offerors shall submit one (1) marked "Original" and three (3) copies, each in a separate three- ring binder with the following characteristics:

- 8 ½ x 11 format

- 12-point Arial or Times New Roman font
- 75-page limit (inclusive of all charts, forms and other documentation responsive to the solicitation requirements), pages sequentially numbered.
- Include a cover page with Contract Number, Contract Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.
- Include only information in response to Factors 1, 2, 3 and 4 separated by tabs, as applicable.
- Provide approved SBA JV Agreement or SBA approved Mentor-Protégé Agreement (if applicable).
- A complete electronic copy of the technical proposal as a single .pdf file on a CD-ROM (include with the “Original” technical submission).
- The technical proposal shall include responses to each non-price factor as specified in Section M.

c. Price:

Solicitation Submittal Requirements: Offerors shall submit one (1) original and one (2) copy of the price proposal, in a separate three ring binder, that shall include the following:

- (i) Signed Solicitation, Offer and Award Forms (SF 33), including Section B (CLINs 0001 through 0010), with all amendments acknowledged.
- (ii) Exhibits A through E (Attachment J-0200000-17)
- (iii) Copy of Representations and Certifications and proof of registration in beta.sam).
- (iv) Confirm submission of the most recent Vets 4212 Report.
- (v) Provide name of financial institution, point of contract, telephone number and email address. Provide a signed statement of release giving the reference permission to release the information to the Navy.
- (vi) In addition to providing hard copies of the price proposal (original and copy), offerors shall also provide one (1) non-rewritable CD with pricing information. Offerors are advised that in the event of a discrepancy between the original, copy, and CD, the original hard copy will govern

The price proposal shall be submitted separately but at the same time as the technical proposal.

No pricing shall be included in the technical proposal. Any price information on the non-price proposal will not be considered. Likewise, any non-price information in the price proposal will not be considered.

Offerors are advised that in the event of a discrepancy between the original, copies, and CD, the original hard copy will govern.

NOTE: Offerors are cautioned that merely repeating the Performance Work Statement Performance Objectives with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform.

Price proposals are not part of the 75-page limitation. Pages exceeding the 75 single-sided page limitation shall not be considered during evaluation of the proposal.

Offers are solicited on an “all or none” basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION (MAY 2001)” in Section L, is hereby modified.

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision--

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company physical street address, city, state, and Zip Code.
 - (4) Company mailing address, city, state and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.
- (End of Provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Facility Support, Indefinite Delivery, Indefinite Quantity contract with recurring and non-recurring services resulting from this solicitation.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

Section M - Evaluation Factors for Award

SECTION MBASIS FOR AWARDM.1 BASIS FOR AWARD

a. The Government will select the lowest-price technically acceptable offer at a reasonable cost to the Government.

M.2 EVALUATION FACTORS

1. The solicitation requires the evaluation of price and the following non-price factors:

Factor 1 – Technical Approach/Management

Factor 2 – Corporate Experience

Factor 3 – Safety

Factor 4 – Past Performance

Offerors must be evaluated as technically ACCEPTABLE under factors 1, 2, 3 and 4 in order to be considered technically acceptable overall.

NOTE: The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

In order to permit efficient competition, the Navy will utilize the following methodology: Proposals will initially be screened for price and placed in order of price (lowest priced to highest price). The Navy will then evaluate the technical factors of the lowest priced proposal. The Navy will make award to the lowest priced technically acceptable proposal. However, if the lowest priced proposal is not found to be technically acceptable, the Navy, at its sole discretion, reserves the right to increase the number of proposals it will review, until the Navy identifies a technically acceptable proposal. Accordingly, under this methodology, the non-price factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range.

1. An overall non-price factors rating must be at least “ACCEPTABLE” in order to be eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall non-price factors proposal rating of “UNACCEPTABLE” unless corrected through discussions. An overall non-price factors rating of “UNACCEPTABLE” makes a proposal ineligible for award.

b. Technical proposals will be evaluated to ensure the offeror understands the requirements of the solicitation in accordance with the following descriptions of each evaluation factor

(1) **Factor 1, Technical Approach/Management:**

(i) Solicitation Submittal Requirements: The offeror shall submit a narrative response that clearly demonstrates its understanding of and approach to accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement. Each of the topics below must be included in the narrative and tabbed in the technical proposal and discussed separately.

a. Phase-In Transition Plan. Describe what you will do to “start-up” for performance of this contract. The phase in transition period is 30 days as per F.2 of the RFP. Include a schedule of key events; personnel actions, identification of key personnel and their responsibilities.

b. Workforce Management.

(1) Describe the lines of management authority, supervision, span of control and accountability, including the relationship between overall management (corporate and on-site), administration, and subcontractors.

(2) Demonstrate your ability to provide and maintain a qualified workforce.

(3) Demonstrate your ability to manage different workforces and competing priorities at various sites.

(4) Describe the work to be performed as the prime contractor as well as the work to be performed by each subcontractor proposed. The work to be self-performed, subcontractors to be utilized and their roles shall be clearly identified. If the prime will self-perform 100% of the work, it shall be clearly stated. Additionally, Offeror must meet the requirements of FAR 52.219-14, Limitation on Subcontracting and submit AttachmentJ-0200000-20 (Contractor’ Self-Performance Certification and Notification of Subcontracting), as part of this Factor.

c. Quality Management. Provide a two-page summary (single-sided pages) of your “Quality Management System” i.e. the Quality Processes (Practices, Resources and Activities) and minimum controls that will be used to ensure full compliance with all performance objectives and standards as described in Section C Annex 0200000

Management and Administration. Include the methodology to be implemented to accomplish the performance requirements and detail how the proposed approach will effectively achieve each performance objective and standard.

(ii) Basis of Evaluation: The Technical Approach/Management factor shall be evaluated based upon the following criteria:

- a. The proposal demonstrates an acceptable understanding of the performance objectives and standards.
- b. The proposal demonstrates a thorough plan for having equipment and personnel in place to commence work on the contract start date.
- c. The proposal provides a feasible technical approach with the capability to, at least, meet solicitation performance objectives and standards.

(2) Factor 2, Corporate Experience:

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information:

Submit a minimum of one (1) and a maximum of five (5) relevant projects, where the offeror served as the Prime Contractor that are similar in size, scope, and complexity to the work requirements specified in the solicitation. For projects submitted, experience of proposed subcontractors will not be considered. Likewise, the Offeror's experience as a subcontractor will not be considered.

Size, scope, and complexity are further defined as follows:

Size: A maintenance service contract with a yearly value of at least \$900K or greater for recurring services. Indefinite Quantity/Indefinite Delivery values for non-recurring work will not be considered similar in size.

Scope: Demonstrate the ability to provide maintenance and repair services of Auxiliary Generators, Generator Fuel System, Transfer Switch, Integrated maintenance Program (IMP), HVAC and Refrigeration Systems, HVAC Water Testing and Treatment Services, Temperature Controls Systems, Auxiliary Generators and Power Distribution Equipment, compressed Air Systems, Direct Digital Controls, Electrical, Uninterruptible Power Systems (UPS) and Tanks. Routine Service Orders, Emergency Service Orders, and Preventive Maintenance and other services that may be typical of a generator maintenance contract.

Complexity: Demonstrate the ability to respond simultaneously to service calls (routine, urgent, and emergency) and maintenance requirements for repair, alteration, and minor construction at various locations and buildings throughout the installation and supporting annexes. Demonstrate the ability to manage competing priorities in order to support customer demands.

The attached Corporate Experience Form (J-0200000-18) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

Projects submitted for the Offeror shall be ongoing and /or completed within the past five (5) years of the date of issuance of the solicitation; dates beyond one year shall be clearly defined as multi-year contracts or base contracts with options years. If the project has option periods, state which option period is in progress, if applicable.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP as it relates to size, scope, and complexity.

If the Offeror is a Joint Venture (JV), relevant project experience shall be submitted for projects completed by the Joint Venture entity. If the Joint Venture itself does not have the required experience, projects shall be submitted for each Joint Venture partner. For a JV, the offeror shall provide the signed U.S. Small Business Administration (SBA)- approved Joint Venture Agreement or an SBA-approved Mentor-Protégé Agreement as part of this Factor. Failure to submit an SBA-approved Agreement will result in the relationship being considered as Prime/Subcontractor, and the prime contractor will not be found acceptable on the basis of the subcontractor's experience only. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract. The meaningful involvement shall be described in detail.

The assessment of the offeror's relevant experience will be used as a means of evaluating the capability of the offeror to successfully meet the requirements of the RFP. **As noted above, to be deemed acceptable under this factor, the offeror must submit at least one (1) relevant project, where the**

offeror served as the prime contractor (similar size, scope and complexity as the current requirement). The prime contractor will not be found acceptable on the basis of its subcontractor's experience. Likewise, the Offeror's experience as a subcontractor will not be considered.

(ii) Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant projects as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review five projects. Any projects submitted in excess of the five (5) for Experience will not be considered.

(3) **Factor 3, Safety:**

- (i) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR, DART and TRC Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): Include the last three previous complete calendar years' worth of data. This rate compares company's annual losses in insurance claims against its policy premiums. The offeror may submit an insurance company-provided equivalent rate if no EMR exists. If the offeror has no EMR or premium, for any year, the offeror must affirmatively state so and an explanation must be provided. Any extenuating circumstances that affect the EMR and negative trends must be addressed as part of the factor submission.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: Submit last three previous complete calendar years' worth of data. If an offeror cannot submit an OSHA DART, for any year, the offeror shall affirmatively state so and an explanation must be provided. Any extenuating circumstances that affected the OSHA, DART data negatively must be addressed as part of this factor submission.

(3) OSHA Total Recordable Case (TRC) Rate: Submit last three previous complete calendar years' worth of data. If an offeror cannot submit an OSHA TRC rates for any year, the Offeror must affirmatively state so and an explanation must be provided. Any extenuating circumstances

that affected the OSHA TRC rate data negatively must be addressed as part of this factor submission.

- (4) Offeror shall submit a separate OSHA 300A form for each of the last three complete calendar years.
- (5) Technical Approach for Safety: Describe the plan for safety that will be implemented to evaluate safety performance and vet potential subcontractors as part of the selection process for all levels of subcontractors. The offeror is required to address this whether or not it intends to self-perform the work. The offeror shall submit a narrative that fully describes the safety management system that they will use to oversee the safety compliance and performance of self-performed and subcontractor performed work. The offeror will describe any innovative methods that will be employed to ensure and monitor safe work practices at self-performed and/or all subcontractor levels. Additionally, the contractor will describe their methodology to execute an effective program that facilitates sound mishap prevention techniques and processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps. The technical approach to safety narrative shall be limited to two pages.

(ii) Basis of Evaluation: The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
 - OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates
 - Offeror Technical Approach to Safety
 - Other sources of information available to the Government
- (1) Experience Modification Rate (EMR): For the last three previous complete calendar years the offeror will submit EMR. If no EMR exists, the offeror may submit an insurance company-provided equivalent rate explaining why not. If an insurance company-provided equivalent rate is provided, it will be treated the same as an EMR. Any extenuating circumstances that affected the EMR and negative trends should be addressed as part of this selection factor. The board will evaluate the EMR to determine if the offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.
 - (2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates: For the last three previous complete calendar years, the offeror must submit their OSHA

DART and TRC, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If unable to submit OSHA DART and TRC rates, the offeror shall affirmatively state so, and an explanation must be provided. Any extenuating circumstances that affected the OSHA DART and TRC rate data and negative trends should be addressed as part of this element. The board will evaluate the OSHA DART and TRC rates to determine if the offeror has demonstrated a history of safe work practices taking into account any upward trends and extenuating circumstances that impact rates.

- (3) OSHA Total Recordable Case (TRC) Rate: Submit last three previous complete calendar years' worth of data. If an offeror cannot submit an OSHA TRC rates for any year, the Offeror must affirmatively state so and an explanation must be provided.
- (4) Offeror shall submit a separate OSHA 300A form for each of the last three complete calendar years.
- (5) Technical Approach to Safety: The offeror will describe their plan to evaluate their safety performance and vet potential subcontractors. Also, describe any innovative methods that the offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages. The board will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The board will evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement and validate the contractor has addressed methodology to be used in the execution of an effective program that facilitates sound mishap prevention techniques/processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps. Those offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.
- (6) Other Sources of Information Available to the Government: Other sources for safety may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS) in Enterprise Safety Applications Management System (ESAMS), Contractor Performance Assessment Reporting System (CPARS) and other related databases.

(4) **Factor 4, Past Performance:**

(i) Solicitation Submittal Requirements: Offerors shall clearly demonstrate a history of successful performance within the past five (5) years of the date of issuance of the solicitation. The offeror shall be the prime contractor on a minimum of one (1) up to a maximum of five (5) relevant contracts of similar size, scope and complexity to the RFP as defined in Factor 2, Corporate Experience. **The prime contractor will not be found acceptable on the basis of a subcontractor's past performance.** Additionally, the prime contractor's experience as a subcontractor will not be considered.

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for **Factor 2, Corporate Experience**. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment C), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Mrs. Jurmin Francis-Ross, via email at jurmin.francis-ross@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last five (5) from the date of issuance of the solicitation, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/Entity Identifier numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment J-0200000-19.

(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.); and
- Recency of tasks performed that are identical to, similar to, or related to the task at hand

(c) Price Proposal:

(3) Solicitation Submittal Requirements: Offerors shall submit one (1) original and one (1) copy of the price proposal, in a separate three ring binder, that shall include the following:

- Signed Solicitation, Offer and Award Forms (SF 33), including Section B (CLINs 0001through 0010), with all amendments acknowledged.
- Exhibits A through E (Attachment J-0200000-17)
- Copy of Representations and Certifications and proof of registration in System of Award Management (SAM).
- Confirm submission of the most recent Vets 4212 Report.
- Provide name of financial institution, point of contract, telephone number and email address. Provide a signed statement of release giving the reference permission to release the information to the Navy.
- In addition to providing hard copies of the price proposal (original and copy), offerors shall also provide one (1) non-rewritable CD with pricing information. Offerors are advised that in the event of a discrepancy between the original, copy, and CD, the original hard copy will govern.

The price proposal shall be submitted separately but at the same time as the technical proposal. Any non-price information in the price proposal will not be considered. Likewise, any price information in the non-price proposal will not be considered.

(3) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to

exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

Proposals will be evaluated for completeness and reasonableness as follows:

- (1) Completeness. All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an “all or none” basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined unacceptable.
- (2) Reasonableness. Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced between fixed-price and IDIQ items.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)